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The Solicitors' Journal.

LONDON, NOVEMBER 28, 1863.

THE APPOINTMENT OF MR. W. F. HIGGINS, to the Taxing Mastership in Bankruptcy, which became vacant a few days ago on the death of Mr. Lucas, ought not to be allowed to pass without some protest on the part of the general body of attorneys and solicitors. Mr. Lucas was a solicitor, and the office is one for which any person other than a solicitor can hardly pretend to be eligible. This of itself ought to be a sufficient objection to the appointment of a barrister to the post; but it is not the only objection. As between the two branches of the profession, the bar has, of late years, had an immense increase in a number of appointments, for which its members are alone eligible, or are supposed to be so. They have had an absolute or entire monopoly of the County Court Bench, and of Registrarships in Bankruptcy; although the office of Registrar is unquestionably one for which the education and training of a solicitor are far more suited than that of a barrister. Taxing masterships alone remained as appointments of any value to which it has been the practice hitherto to appoint solicitors; and now the recent appointment has infringed that rule, regardless of the fair claims, and indeed the rights, of solicitors and attorneys. It is a natural sequence upon the appointment, two years ago, of the Hon. Evelyn Ashley, to the treasurership of a county court district; and the result of acquiescence on the part of solicitors to these encroachments will, no doubt, be before long, to exclude them altogether from such appointments. We can hardly hope that anything which the legal press may say on the subject will have sufficient weight with those who have the dispensation of such patronage to induce them to alter their course, which appears to have been adopted with determination. But we are glad to see the question taken up by journals that have no connection with the legal profession. The *Standard* of Thursday contains an able and pungent article on the present condition of the Court of Bankruptcy. The following extract relates to the recent appointment:—

On behalf of a branch of the legal profession which has quite its share of toil and responsibilities, and not quite its share of preferment, we think it right to throw out a hint. There was a time when the solicitors who practised in the Court of Bankruptcy were, as a matter of right, recipients of the patronage which arose out of the various official appointments connected with it. Years ago, in the days of the fourteen Lists of Commissioners, the solicitors had a large share of the preferment of the court. It was the obvious intention of the Legislature expressed year after year in successive Acts of Parliament, that many of the offices created should be filled by solicitors. For some years past, however, the solicitors have been entirely passed over, and the patronage of the court has been dispensed mainly for political or other services, without the slightest reference to fitness. And, by degrees, every desirable office in the court has come to be regarded as a refuge for briefless barristers, whose modesty prevents their rising into a lucrative eminence at the bar. We believe that amongst the present registrars of the Court of Bankruptcy, London, there is not to be found one solicitor. In the recent appointment to the taxing mastership, held for twenty years past by a solicitor, the same encroachment upon the privileges of this branch of the profession was observable. We have not a word to say against the appointment *per se*, as an act of courtesy. If a registrar was to be appointed, the Lord Chancellor undoubtedly made a good selection. But we ask why all these prizes are withdrawn from their original destination. The professional *status* of solicitors was never higher. Their acquirements, tested by a severe examination, are certainly greater than they were when the office of taxing master was created. In the practice of the Bankruptcy Court, as a rule, two or three solicitors have things all their own way. Why, we ask, are the sweets of office to be denied to them as a class, in defiance of the original principles on which the court was established, and of simple justice? We recommend this point to the Lord Chancellor's notice. It was but the other day that the son of a noble earl, and the Secretary to the Premier, stepped into a treasurership of county courts, which has always been regarded as one of the few good things left to the solicitors. But it would be too bad to shut the gates of bankruptcy preferment to a class of men who must by their practice be the best qualified to fulfil the duties of the various offices of the court; and we hope in the threatened bill of next session to see some provision for altering the present unjust and mischievous distribution of patronage, and bringing a portion of it at least into its old channels.

THE ALDERSHOT COURT MARTIAL ought to be enough of itself to give the death-blow to the present absurd system of constituting and conducting the business of general courts martial, where the offence tried is more properly within the domain of civil than of military law. The cross-examination of one witness, Adjutant Fitz-Simon, occupied three days. In an ordinary court of law it might have been got through more effectively, for the purposes of truth and justice, in three hours. In truth it soon became apparent that the case must last for several weeks if the "regular" process of written questions and answers had been adhered to. The reporter for the *Times* thus describes the change:—

The painfully tedious process of the first few days is no longer insisted on, under which the questions written, say, by the prisoner's counsel, were each handed, first to Colonel Crawley, by him to an orderly sergeant, by him to the President, by him to the officiating Judge-Advocate, Colonel Pipon, who stood up to receive the paper and to read it aloud, and sat down again to file it and to write the answer of the witness, rising again when he had done so to receive the next question, and so on in wearisome repetition. Had this strictly regulation plan been persisted in, the detachment of Inniskilling Dragoons at present staying at Aldershot to give evidence might have been released to join their comrades about the time that the regiment's period of foreign service had expired. The shorter and simpler mode is now adopted of allowing each side to read its own questions as soon as these have received the sanction of the President; and the officiating Judge-Advocate is thereby at liberty to concentrate his attention on the accurate recording of the evidence. The old plan threw too much on this officer, who suffered for the faults of the system; and if he had occasionally lost his place or dropped a word in his anxiety to accomplish everything, it would not have been in the least surprising. Now Colonel Pipon is not only freed from much worry, but enjoys the further advantage of being able to refer to the notes of the Government shorthand writer in case of need. The system of written interrogatories and replies, of course, is one that is innately cumbrous; but under this modified phase the pace of the examination approximates more nearly to that at which evidence is taken in ordinary courts than persons who have not been spectators might be disposed to imagine.

We are not aware whether the precedent which has thus been set is intended for general adoption, or whether it has been allowed in deference to public opinion, which has been very strongly expressed on the subject of the absurd and inconvenient procedure of these military courts in such cases. But undoubtedly useful as the change in this one respect has been, it is far from rendering unnecessary some such organic changes in the tribunal as we suggested last week. No court can ever be effective, or can give satisfaction, so long as it is presided over by men without judicial experience, and without any kind of legal training. There is something ridiculous in the notion of a military officer as prosecutor, or officiating as judge-advocate, affecting to raise points in

the law of evidence, and of a number of other military officers, with the assistance of the latter, discussing and deciding them. If the rules of evidence and the law of the land generally are to be applicable to cases tried by these tribunals, they ought to be administered by functionaries whose profession would give some assurance of acquaintance with them. The great change that is required is the appointment of proper judicial functionaries. All the rest would follow as a matter of course.

In the case of the Queen v. Watts, the Court for the consideration of Crown Cases Reserved decided on Saturday last a point of criminal law which is worth noting. Upon the trial of a prisoner before the acting recorder of Liverpool, it was proposed to read the deposition of a witness who was absent. It was shown that when the witness was examined before the magistrate the prisoner's attorney had an opportunity of cross-examining the witness; but at Liverpool there was a practice that when before the magistrate the heads of the examination were taken, and then the parties, accompanied by the prisoner, retired into the clerk's room, where the clerk took down the evidence and completed the depositions, which were there signed by the witnesses and then taken into the magistrate's room, when the depositions were signed by the magistrate. It was objected on the trial that the deposition could not be read, as it was not taken according to the provisions of the statute, which directed that the depositions should be taken before the magistrates, and it was submitted that this could not be so treated. The evidence was admitted, but the point was reserved.

Mr. *Littler*, the counsel for the prisoner, urged that, according to this practice, it was competent for the clerk to omit or introduce matter that was heard before the magistrate, and that it was not a compliance with the statute, whereupon

Mr. Baron Martin observed it had often struck him as very singular that the cross examination of a witness in the depositions seldom exceeded a line or two. He could never understand it, but this practice explained it.

Mr. *Littler* said this was a practice which was adopted in very many places besides Liverpool. The magistrate signed the deposition as taken "before me," which really was not the fact.

Mr. *Edward James*, Q.C., said,—I appear for the prosecution. It is a matter of the very greatest importance at Liverpool. I am not prepared to say that the practice is adopted in other places. I am here for the purpose of receiving your Lordships' judgment, because the prosecution has no desire to persist in a practice which is not proper to be pursued, and the expression of your Lordships' opinion will be the means of guiding the town of Liverpool as to the course to be adopted in future. I am not here for the purpose of supporting the practice; the inclination of my mind is rather against the practice, and that being the inclination of my mind, I should be sorry to occupy the time of the Court.

Mr. Justice Wightman.—We are disposed to agree with you.

Mr. *James*.—I have no doubt that, if the inconvenience of an alteration be so great, and the burden cast upon the magistrate so heavy as not to be remedied by other means than by having additional assistance, the corporation of Liverpool will not hesitate to have that additional assistance. I may say that Mr. Temple has the gravest doubt whether it is a proper practice. The magistrate was not in fault. He may be occupied from morning till a late hour at night if the proper course is adopted. If the statement *pro* and *con* should be taken before the magistrate, and signed by the prisoner and attested by the magistrate, no doubt that will take a considerable time; but if it is considered to be consistent with justice that such should be the case, that course will be adopted. It may be true that it is read over to the prisoner, but the thing has passed from his mind. I entreat your Lordships to dispose of the matter in order to regulate the proceedings.

The Lord Chief Justice.—We think these depositions are bad. The statute requires that the depositions should be taken in the presence of the magistrate and in the presence of the prisoner, and the prisoner *is* to be at liberty to cross-examine the witnesses in the presence of the magistrate, and these requirements of the statute have not been complied with. We don't think it is within our province to make regulations as to the mode of performing the duties before a magistrate. We decide the question upon this case only.

Mr. John Lee, LL.D., of Doctors'-commons, who was formerly well known as a civilian practising in the Ecclesiastical Courts, is a candidate for the vacancy in the county of Bucks, created by the promotion of Mr. Cavendish to the peerage on the death of his father, Lord Chesham. Dr. Lee was called as an advocate in 1816, and we believe is now over eighty years of age, but he appears still to retain energy enough to fight a battle that can hardly be otherwise than desperate. In his address, he informs the constituency that as a "member of the Peace Society," and the "Peace of Nations' Society," he prefers arbitration to war; at the same time, he approves of the volunteer movement, as the means for effecting a great diminution in the standing army of the country; as a member of the "United Kingdom Alliance," he would do his "best to support the permissive bill for the suppression of the liquor traffic on Sundays, and of the beer-house system." Whatever may be the result of the learned doctor's bravery, every lawyer must feel proud at witnessing so much pluck in an octogenarian who is now as devoted a student of law and literature as the majority of men who every day frequent the Inns of Court, although for some years Dr. Lee has relinquished the active pursuits of his profession, and has retired to his fine country seat at Hartwell, a place of historical interest, as having been for many years the residence of Louis XVIII.

Monday next is the last day for the deposit of plans, &c., for private bills in the next session, and the 23rd of December is the last day for the parliamentary deposits. Next session promises to be a very long one in private bills.

THE FORMATION OF COMPANIES UNDER THE ACT OF 1862.

A correspondence has recently appeared in one of the morning journals relative to the legal mode of altering the Articles of Association of companies constituted under the Companies' Act, 1862. One correspondent states that he is aware of some instances of companies that are now appropriating "large sums by virtue of *quasi* special resolutions passed by mere signers of the Memorandum of Association, who have never been registered as members," and he calls attention to the fact that some of these special resolutions are passed while the management is exclusively in the hands of the persons who signed the memorandum of association, who need not be more than seven in number. His letter, however, contains numerous mistakes as to the provisions of the Act of Parliament, and as there appears to be a good deal of misconception on the subject, we have thought it desirable to state shortly what really are the provisions relative to the constitution of companies under the Act and what are its requirements as to the Memorandum and Articles of Association.

The Memorandum of Association, which must be according to a form given in a schedule to the Act, is for the purpose of registration, and is intended to define the name, locality, and objects of the company, and also to specify its capital and its character in relation to the Act, namely, whether the liability of the members are limited or unlimited. It also gives the names, addresses, and descriptions of the subscribers, who must number seven at least, and specifies the number of shares taken by each. The information thus required is necessary, on the one hand, as an assurance to the authorities that the company is constituted according to the scheme of the Act, and thus to prevent associations of an anomalous character from obtaining incorporation by force of its enactments. On the other hand it is equally desirable for the assurance of those who have transactions with the company, whether as shareholders or creditors; and so far as they are concerned the statements in the

memorandum are intended to be obligatory upon the company, so long as they remain unaltered on the register.

The Memorandum of Association must, in the case of an unlimited company, and may in the case of a company limited by shares, be accompanied, when registered, by printed Articles of Association, which, to all intents and purposes, answer the functions of a deed of settlement, according to the old practice. There are certain statutory requirements in respect of the Articles just as there are in respect of the Memorandum of Association; but when registration has taken place, the company thereby becomes incorporated, and the certificate of the registrar is conclusive evidence that the requirements of the Act have been complied with. When the memorandum is registered, it binds the company and its members "to the same extent as if each member had subscribed his name, and affixed his seal thereto, and there were in the memorandum contained, on the part of himself, his heirs, executors, and administrators, a covenant to observe all the conditions of such memorandum, subject to the provisions of this Act," section 11; and likewise the Articles of Association, when registered, bind the company and its members as if there were in the articles a covenant on the part of each, his heirs, executors, and administrators, "to conform to all the regulations contained in such articles, subject to the provisions of this Act."

Now the grievance complained of is, that, while the company is composed merely of the few persons who sign the Memorandum of Association, and perhaps a small sprinkling of their friends and nominees, they pass "special resolutions," which have the effect of enabling them to make unfair use of moneys obtained on the faith of representations contained in prospectuses, which convey no information of the actual or virtual alterations effected in the constitution of the company by means of these resolutions. It is of course one question whether it is possible to carry out this contrivance despite the provisions of the Act, and another, whether, independently of the provisions of the Act, any persons acting in such a manner would be irresponsible for any damage to others resulting from such an unfair proceeding.

First, as to the provisions of the Act: —any change to be made either in the Memorandum, or Articles of Association, can only be by virtue of a special resolution as defined by section 51, which requires that there shall be a majority of not less than three-fourths of the members of the company for the time being entitled to vote at a general meeting, of which due notice has been given. So far, there is nothing to prevent the seven persons who signed the Memorandum of Association from proceeding to alter the regulations of the company the very day after they were registered, and to give complete effect to the alteration within fourteen days, that being all the notice that is required for a general meeting. Persons who are fraudulently disposed might, therefore, with great facility issue a prospectus based upon the original articles, advertise for applications for shares, and make the allotment on the very day that a special resolution was passed giving them, as the existing shareholders, power forthwith to enter into contracts and deal with the funds of the company—with the very deposits they were then about to receive—in a way wholly and unfairly advantageous to the promoters, and proportionately injurious to the general body of incoming shareholders. We do not say that the promoters might do this with absolute impunity. That point remains to be considered. As a general rule persons who would act in this manner would be above the fear of ulterior civil proceedings, so long as they were able to put money in their pockets with some show of allowance by Act of Parliament. But the question is, whether a reasonable caution does not suggest that no alteration whatever, either in the Memorandum or Articles of Association, should be permitted under any pretence whatever, for some definite period, say twelve months, after their registration; or, at all events, without allowing some sufficient interval to elapse after the day of allotment, so as to give, the first *bona fide* shareholders, outside the promoters' circle, some voice in the matter. We are aware of no valid objection that can be urged to this suggestion.

At present, a "special resolution," such as we have mentioned, is the only barrier to protect the general body of incoming shareholders against the alteration of "all or any of the regulations of the company contained in the Articles of Association," or against the making of "new regulations to the exclusion of, or in addition to, all or any of the regulations of the company," subject only "to the provisions of this Act, and to the conditions contained in the Memorandum of Association," section 50. These "conditions" are, as we have seen, no real restriction whatever; and even *they* may be altered by the same transforming process of special resolution. These are certainly very large powers to be entrusted to the hands of persons such as those who usually promote these undertakings, and we are assured by those who appear to be conversant with the question, that they are actually used as instruments of fraud. The theory of the Act is that the registration of the Memorandum and Articles is notice to all the world of their provisions, and of the constitution of the company, including the regulations for its management and for controlling the proceedings of its directors; and this publicity and general notice are not without their effect in contemplation of law. As Lord Wensleydale observed in *Ernest* v. *Nicholls*, 6 Ho. of Lds. Cas. 401, alluding to companies constituted under 7 & 8 Vict. c. 110—

> The Legislature devised the plan of incorporating these companies in a manner unknown to the common law, with special powers of management and liabilities, providing at the same time that all the world should have notice who were the persons authorised to bind all the shareholders, by requiring the co-partnership deed to be registered, certified by the directors, and made accessible to all; and, besides, including some clauses as to the management, as in the Act 7 & 8 Vict. c. 110, s. 7, &c. All persons, therefore, must take notice of the deed, and the provisions of the Act. If they do not choose to acquaint themselves with the powers of the directors, it is their own fault, and if they give credit to any unauthorised persons they must be contented to look to them only, and not to the company at large. The stipulations of the deed, which rebut and regulate their authority, are obligatory on those who deal with the company; and the directors can make no contract so as to bind the whole body of shareholders, for whose protection the rules are made, unless they are strictly complied with.

The rule which was enunciated by his Lordship in that case, is now well established, and it is upon the whole highly reasonable. All persons dealing with a company—whether as shareholders or creditors—incorporated under an Act of Parliament, which provides for and renders compulsory the registration of the instruments that constitute and govern such bodies—defining their objects and powers, the authority of their directors, and the rights and liabilities of their members—may well be refused relief in respect of transactions which the information thus afforded would show to be illegal, or at least unauthorised. It is necessary for the protection alike of honest shareholders and honest creditors that the rights of all, as amongst themselves, or as against the company, should be governed by its printed and registered regulations. It is of the utmost importance that the powers and authorities of the directors should be clearly defined by the articles, and that the company or its shareholders should not be responsible for contracts or acts *ultra vires* entered into and performed by the directors, in respect of which the parties claiming to be entitled to their benefit had ample means of information in the registered articles. We therefore do not desire to say a word that might be supposed to militate against this view, which we deem, in every respect, to be both sound and politic. But it seems to us that, in

the proportion of its importance, is the necessity of shaping the statutory requirements so as to give full effect to it; and, in this respect, the Act of 1862 is certainly deficient. It requires that "a copy of any special resolution which is passed by any company under this Act shall be printed and forwarded to the registrar of joint-stock companies, and be recorded by him;" and it provides that, "if such copy is not so farwarded within fifteen days, from the date of the confirmation of the resolution, the company shall incur a penalty not exceeding £2 for every day after the expiration of such fifteen days, during which such copy is omitted to be forwarded, and every director and manager of the company who shall knowingly and wilfully authorise or permit such default shall incur the like penalty," sec. 53.

Assuming the promoters of a company to be desirous of dealing with the sums obtained upon the allotment of shares in a manner not sanctioned by the registered articles, there is nothing in these provisions to prevent them. The company is incorporated the moment it is registered, although it consist of only the seven subscribers of the Memorandum of Association. The subscribers thereupon become a body corporate by the name contained in the Memorandum of Association, capable forthwith of exercising all the functions of an incorporated company, sec. 18. There is nothing to prevent them at once giving the statutory notice to themselves of the general meeting, and by a special resolution abolishing all the regulations contained in the registered articles, and conferring upon themselves or their nominees, as directors or otherwise (having regard, of course, to the provisions of the Act), such powers and authorities as may be most suitable for their purpose. The interval of fourteen days required for the notice of the general meeting might be made to coincide with the time allowed to applicants for shares, and there might be fifteen days after the allotment when the register would give no information of the special resolution, although it might be then in full force. Indeed assuming a fraudulent intention on the part of the original subscribers, it might well be that they would altogether fail in sending the notice to the registrar, or postpone it beyond the fifteen days as long as might be desirable for the accomplishment of their object. Any director would subject himself to a penalty in such a case, only in the event of its being shown that he "knowingly and willingly" authorised or permitted such default; whereas "the company," including those members who came in ignorant of the suppressed resolution, would be subject to a certain and absolute penalty. Thus, while the guilty would be likely to escape, the innocent would be sure to suffer. We mention this merely in passing, as it is comparatively of little importance. The serious part of the matter is, that, while intending shareholders are bound by whatever appears on the register, and are assumed to have full knowledge of all the existing regulations of the company, the exercise of even extreme caution on their part is not only insufficient to assure them the information which they require for their protection, but may actually mislead them. An inspection of the registered articles may induce them to take shares and pay a call, without their having the least reason to suspect that the articles had been seriously altered or entirely abrogated; and all this may be done with a more or less strict compliance on the part of the original subscribers with the provisions of the Act. This is certainly a very undesirable and unreasonable state of things, and the sooner it is put an end to, the better it will be for all honest people.

The foregoing remarks are, as we have already intimated, apart from the question, whether the persons who took shares under such circumstances, would be entitled to any relief against the promoters of the company, or other persons who effected the allotment. Any contract founded on fraudulent misrepresentations would in a court of law be sufficient to support an action on the case, and might be rescinded in a court of equity, if the contracting party were unable to make good his representations. But in the cases which we have supposed above, it might easily be arranged that the prospectus would avoid such misrepresentation as would in the event give any right to sue either at law or in equity. Even if the prospectus referred to the articles, it could not be said by any aggreived person that the articles were unalterable — because the Act of Parliament says the contrary. It would, therefore, be incumbent on the incoming shareholder to show that the alteration of the articles was a positive fraud upon him, either by the company or by some of its members, which would generally be very difficult to do.

The remedy that we suggest for this evil is, first, to disallow any alteration in the Memorandum or Articles of Association within a given time subsequent to their registration. Secondly, to require notice of every intended special resolution, not only to be given to the members, but to be forwarded to the Registrar of Joint Stock Companies, and to be instantly annexed to the Articles of Association. And thirdly, to make no such resolution binding upon any shareholder who came in during its pendency, unless he had received express notice thereof. Some simple provisions like these are all that is necessary to put a stop to what appears now to have become a serious abuse of the provisions of the Act.

REAL PROPERTY LAW.

"In Default of such Issue."

Re Arnold. M. R., 12 W. R. 4.

A long series of decisions, commencing a century ago with *Lethieullier* v. *Tracy*, before Lord Chancellor Hardwicke, Amb. 204, were supposed to have established that the words "in default of such issue," following a devise to any class of issue, or even to any individual issue, referred merely to such issue, and did not enlarge or affect the prior estate of the person whose issue should so fail; when suddenly *Doe dem Harris* v. *Taylor*, in Lord Denman's time, 10 Q. B. 718, seemed to be decided in opposition to, or, at least, independently of this settled law of construction. There a testator, by his will, in 1794, devised real estate to his son A. for life, and after the son's death to the first son of the son, and for "default of such first issue," then to the second, third, and other sons of the testator's son successively in tail; and for default of such issue, then to the daughters of the testator's son in tail, with remainders over. The Vice-Chancellor of England construed the devise that the first son of the testator's son did not take an estate tail, but only an estate for life; but the Lord Chief Justice, having regard to the whole instrument, thought that the words "default of such first issue" could not mean the death of the first son of the testator's son, but a general failure of issue of such first son, and that he took an estate tail. The other eminent lawyers who then sat with Lord Denman in the Queen's Bench, Patteson, Coleridge, and Erle, JJ., concurred, upon the ground, principally, of the use of the word "issue," as connected with an estate tail in other parts of the will. The Queen's Bench, in this judgment, is accused by the editors of the last edition of Jarman on Wills of having "apparently altogether ignored" the above-mentioned proposition, established by the previous decisions. But some of the cases on which it rests, as *Foster* v. *Lord Romney*, 11 East 594; *Hay* v. *The Earl of Coventry*, 3 T. R. 83; and *Doe* v. *Vaughan*, 5 B. & Ald. 464, were cited before the Court in the argument; so that the decision may, perhaps, be regarded rather as distinguishing the peculiar expression "such first issue" in relation to the subsequent issues in the will, from the simple expression "such issue" in those cases, than as ignoring the cases altogether.

It is not improbable that to the disturbing effect of *Doe* v. *Harris*, was attributable the contention in the principal case, that the words with which these remarks are headed had impliedly the operation of words of limitation, and not merely a referential effect. The will, made in 1801, gave a moiety of certain closes upon trusts for the benefit of the testator's wife and his daughter Mary for their lives, and after the decease of the latter, to the use of her first son and the heirs of his body, and in default of such issue to the other sons and the heirs of their bodies, successively; "and in default of such issue to the use of all and every the daughter and daughters of the body of his said daughter Mary, lawfully to be begotten, as tenants in common, and not as joint tenants, and in default of such issue" (which were the critical words) to the testator's son in fee. After similar devises in the will in favour of the other daughters of the testator and their children, and gifts over to the son, there followed a residuary devise ultimately to the son in fee. Subsequently to Mary's death, her other children having died before her without issue, her two daughters petitioned for payment out of court to them of a fund paid in by a railway company, and representing part of the devised property. The question was whether the two daughters took life estates only, or whether their life estates were enlarged into estates tail by the words "in default of such issue." The decision was important, not so much on account of the intrinsic character of the case, for there had already been a dozen like it, but on account of its tending to clear the unwritten law from the doubt which had been thrown upon it by *Doe* v. *Taylor*, and which promised to be the parent of much litigation. Such an ascertainment of the law became the more desirable, by reason that the prior cases had not been without conflict, so that the decision in the Queen's Bench threatened to re-open the whole series of authorities. But the Master of the Rolls took the bull by the horns. He declared that it would be a waste of time to go through the cases in detail, for that the referential effect of the words "in default of such issue" was well settled. The Master of the Rolls neither "ignored" *Doe* v. *Taylor*, nor declared in Lord Westbury's satirical phrase, that "no case can be entitled to more respect," or that it is "a deliberate judgment," nor used any other Polonius-like language in the matter. "I was considerably startled," he said, "when I first read that case. * * * I regret to say that the case in the Queen's Bench appears to me not to be sustainable on the grounds stated by their lordships, and that I feel myself unable to follow it on the present occasion." Consequently it was held that Mary's daughters, the petitioners, took only estates for life.

There can be little doubt that the difficulty in all such cases as the present originates in some slip of the draftsman or of a copyist. In *Brooke* v. *Astley*, 3 Burr. 1570, and *Clements* v. *Paske*, 3 Doug. 384, Lord Mansfield speculated on such a circumstance. All men will agree with Lord Denman that the speculation is unsafe and impracticable. We have heard of a deed, a provision in which baffled the wits of numerous conveyancers, and was at last discovered by Mr. Duval to have owed its enigmatical shape to the transposition of a sheet in the original draft. But in that instance there was at least the material furnished for rectification—whether furnished for any good legal purpose, we never heard. In the present instance the gap is irremediable, unless the Court, out of its own conjecture, take upon itself to complete the defective instrument.

COMMON LAW.

EQUITABLE DEFENCE—PART PERFORMANCE.

Wahley v. *Froggett*, Ex. 12 W. R. 86.

Comparatively few of the attempts by defendants in actions to avail themselves of the provisions of sect. 83, of the Common Law Procedure Act, 1854, have been hitherto successful. The Common Law Procedure Commissioners, upon whose reports the Acts of 1852, 1854, and 1860, are respectively founded, commented strongly in their second report, upon the anomalies which resulted from courts of law and courts of equity applying different and sometimes diametrically opposite rules to the same subject matter; and they recommended that the common law courts should be empowered to receive equitable defences, by way of plea, in every case in which the party pleading them would be entitled to relief in equity; and, that in cases where such relief in a court of equity would be discretionary or conditional, courts of law should be enabled to give, summarily, the same relief against actions pending therein, as might be obtained by resorting to Chancery. Section 83, of the Common Law Procedure Act, 1854, fell far short of this recommendation, but yet it went far enough to have afforded the common law judges an opportunity of giving a considerable equitable extension to their jurisdiction if they had been inclined to do so, but in fact they have not been much disposed to avail themselves of their new powers; and the provisions of the Common Law Procedure Act, 1854, conferring them, have had little more effect upon the practice at common law than the corresponding provisions in Sir Hugh Cairns' (Chancery Amendment) Act, 1858—by which courts of equity are empowered in their discretion to give damages either in substitution for, or in addition to, injunction or specific performance—have had in equity; and so far these first direct attempts at fusion of Law and Equity have not been very successful.

Section 83 provides that it shall be lawful for the defendant (or plaintiff in replevin) in any cause in which, if judgment were obtained, he would be entitled to relief against such judgment, on equitable grounds, to plead the facts which entitle him to such relief by way of defence, and the Court is thereby empowered to receive such defence by way of plea. Soon after the passing of the Act it was laid down, and it has since been well established as a general rule, that a plea on equitable grounds, under this section, can be supported only in cases where an unconditional injunction would be granted in equity; so that where the plea is followed by a common law judgment, complete and final justice may be done between the parties. It has been considered that courts of common law have no jurisdiction to pronounce a temporary or conditional judgment, and indeed even if it had the jurisdiction, it has no process or machinery for enforcing terms or conditions. Thus to a plea setting up a title under a mortgage, an equitable replication that the mortgage debt had been paid off, was disallowed, because the Court could not compel a re-conveyance, *Gorely* v. *Gorely*, 1 H. & N. 144; and so in *Wodehouse* v. *Fairbrother*, 5 Ell. & B. 277, which was an action on a bond executed by the defendant as surety, and he pleaded for an equitable defence that he was willing to pay, upon having the securities which the plaintiff held against the principal debtor, delivered up to him; the plea was held bad on demurrer, as showing an equity to an injunction only upon conditions which a court of common law was unable to enforce. Again, in *Flight* v. *Gray*, 3 C. B N. S. 320, the Court refused leave to plead by way of equitable defence to an action upon a bill of exchange, that it was accepted on the terms that the plaintiff would renew until the defendant could pay, upon payment by him of a certain rate of discount; because the Court could not compel the defendant to perform his part of the agreement. In the two former cases certainly, and probably in the latter, a court of equity would have restrained the action, and allowed the equities which were unsuccessfully urged in a court of common law; but the rule is now well established, that, where the court of common law is prevented by defect of either its jurisdiction or its process in awarding complete and final justice, and in settling all the equities between the parties, it will not allow equitable pleas. It has been decided, however, that it is sufficient if the equitable grounds entitle the defendant to absolute and complete relief against the plaintiff, although against other par-

ties, strangers to the action, the equities would remain unsettled: *Sloper* v. *Cottrell*, 26 L. J., Q. B. 7.

In the above-named case of *Wakley* v. *Froggett*, to a count for trespass, in cutting down the plaintiff's trees, the defendant pleaded an equitable defence, that the plaintiff's devisor had entered into an agreement with the defendant for the sale to him of certain trees then growing on the devisor's land, upon the terms that in the event of the land being sold by the devisor within a certain time, the trees should be cut down and paid for by the defendant within a twelvemonth from the date of the agreement; and in the event of the devisor failing to sell the lands, then the defendant might enter upon the lands, and cut down the trees, paying the devisor, his executors, or administrators, a stipulated price for the trees cut down. Before the death of the devisor, some trees were cut down and paid for; and the action was for trespass, for entering and cutting down trees after the devisor's death. This the plaintiff justified under the agreement, the complete performance of which, although it was not in writing, he claimed to be entitled to, on the ground that it had been partially performed, and might therefore be enforced in a court of equity. This plea was disallowed among other grounds as stated by Pollock, L.C.B., because "this plea does not settle the whole matter, but a bill for specific performance will still be requisite;" or, as Bramwell, B., puts it, "A common law court cannot settle the rights of various parties. Nothing ought to be treated as a defence unless it is such as you can say, let the defendant go without anything more being required to be done. Here the defendant must pay in some way, and if he was liable to anyone in a court of law it might be different, but here I do not think either the executor or the heir could sue for the price."

It does not appear that the equitable plea, as set out in the report, 12 W. R. 86, contains any offer on the part of the defendant to perform his part of the alleged contract, or to submit to any order which the Court might make in this respect; and even if the plea had contained such an offer or submission, the Court could not have acted upon it in the absence of the representatives of the vendor, who would have an interest in the question, whether the contract ought to be performed or not. Apart, therefore, from other difficulties in the case—as for instance the objection that the contract being for growing trees, was within the Statute of Frauds, which Pollock, L.C.B., seems to have considered fatal—the equitable plea was clearly not maintainable in a court of law, so long as the general rule observed upon above, remains in force.

The question then arises whether a defendant at law who has thus failed in enforcing his equity by an equitable plea in an action at law, can afterwards go to a court of equity for an injunction to restrain the action, (assuming the equity to be good) although unsuccessful at law? Is the question raised by such a plea *res judicata*, in equity as well as at law? There have been some decisions of courts of equity upon this point, but they avoid as far as possible laying down a general rule. They do show, however, that an unsuccessful attempt to insist upon an equitable defence at law may prejudice or embarrass the defendant at law in subsequently coming to a court of equity to ask relief upon the same or the like grounds as were urged without success in the equitable plea. In the case of *Terrell* v. *Higgs*, 1 De G. & J. 388, 5 W. R. 746, a defendant in an action at law having pleaded an equitable plea upon which issue was joined, a verdict was found for the plaintiff. After verdict, but before judgment, the defendant at law filed a bill in equity, setting up substantially the same case as was embodied in his equitable plea. An injunction in the chancery suit was refused by Wood, V. C., the object being to restrain the plaintiff at law from signing judgment and issuing execution in his action. The real question raised upon the motion for injunction was, whether the title to relief of the plaintiff in equity (defendant at law) was barred by his having unsuccessfully pleaded in the action, by way of equitable defence, a case substantially the same as he sought to establish by his bill in equity. There was an appeal from the Vice Chancellor's decision, but before notice of appeal was given, judgment had been entered up. Turner, L. J., in delivering his judgment, stated he was not prepared to say that in no case could an application be made to the Court of Chancery for relief after a verdict at law on an equitable plea; but his Lordship held, that, under the circumstances of that case the relief asked ought not to be granted. Knight Bruce, L. J., though not deciding the arbitrary question raised in the case, nevertheless appears to have been influenced by the fact that the plaintiff in equity had, before filing his bill, elected to try the equitable question at law, and that the application to the Court of Chancery was, in effect, an attempt to substitute its jurisdiction for that which courts of law exercise on applications for a new trial.

In *Wild* v. *Hillas*, 7 W. R. 82, Kindersley, V. C., made some observations to the same effect, but not deciding absolutely, that the pleading an equitable defence at law would necessarily exclude the party who pleaded it from afterwards urging the same ground of relief in a court of equity.

The rules to be drawn from the authorities may be thus stated:—1. An equitable plea at law will be good only where a court of equity would, upon the facts alleged, and between the same parties, have decreed an absolute and perpetual injunction. 2. Where, in such a case, the defendant at law has failed, a court of equity will not restrain proceedings in the action before judgment, and a *fortiori* will not restrain the enforcement of judgment. 3. Where the equitable defence at law has been disallowed, wholly or partially, upon the ground that the court of law had neither jurisdiction nor process which would enable it to do complete justice between the parties, or to deal equitably with the subject matter, by reason of the absence of persons whose interests might be affected, there a court of equity will probably not consider the defendant at law precluded from coming to the court to restrain further proceedings in the action at law, provided that he does so without delay. But even in such a case if it should appear that the decision of the court of law was, upon the merits of the plea, more or less, although not altogether, independently of the first rule, there must always be great uncertainty as to the result, in any such case, of an application to a court of equity.

The above-named case of *Wakley* v. *Froggett*, however, affords an illustration of the difficulty of discriminating the grounds upon which such a plea is disallowed. Pollock, L.C.B., in his judgment, said he knew of no authority for the proposition that "if a man makes a bargain, his heir shall be bound by it, although the Statute of Frauds had not been complied with." It would seem therefore that his Lordship, even upon the equitable merits of the plea—upon the question of the effect of part performance—was against the defendant. His Lordship was also against him upon the ground "that a bill for specific performance would still be requisite, and there had been no case cited to show that even then it might not be said the defendant should have applied for it during the lifetime of the testator." These, again, are questions that would have been cognisable in equity if the defendant at law had filed a bill to restrain the action, instead of putting in an equitable defence to it. Whether he filed a bill for an injunction, or for specific performance with an injunction in the meantime—in either case the plaintiff in equity must have offered to perform his part of the contract, and a bill without such an offer would have been just as demurrable as the equitable plea at law. It may be doubted, therefore, whether a court of equity would allow a defendant to improve his case in equity by superadding an offer on his part which he had not made in his equitable plea. Upon the point whether the defendant at law might not have filed his bill in equity after the death of the other party to the contract, there

would probably be little doubt, if the question had been raised in a court of equity. It is well established that if the vendor of real estate die before completion, the contract may be enforced either by the purchaser or the personal representative of the vendor; but in both cases the heir or devisee must be a party; and, on the other hand, it is equally well settled that if a purchaser die before completion, the contract may be enforced by the vendor against the heir or devisee of the purchaser. This is clearly the general rule, although there are a few exceptions, which are mostly confined to that class of contracts in which the personal skill or taste of the contracting party who dies was part of the consideration or subject matter of the contract. If, therefore, the decision in *Wakley* v. *Froggett* had proceeded solely upon this ground, we should have a court of law purporting to deal with an equitable question, regardless of well-established rules in equity; and it is hard to say what, in that case, a court of equity would do if the unsuccessful defendant at law had filed a bill to restrain the plaintiff at law from proceeding to execution or judgment. The same course of remark might be adopted in reference to the observation of the Lord Chief Baron in reference to the Statute of Frauds. No rule is better established in courts of equity than that which lays down that part performance of a contract may take it out of the operation of the statute, and render it, although merely resting in parol, capable of being enforced by bill for specific performance. If the acts done by the defendant at law—namely, the cutting down the trees and payment for them in the lifetime of the other contracting party—were clearly referrible to the alleged parol agreement, and were consistent with it—assuming that there was sufficient evidence of what the agreement really was—it seems clear enough that in a court of equity the defendant at law might have had a decree for its specific performance, and an injunction restraining the action at law, if he had filed his bill in a court of equity instead of raising an equitable defence at law. But whether he could do so now must be a matter of some doubt, for the reasons already stated. Indeed, the agreement in question would appear to be one which in its very nature afforded special grounds for its being enforced by decree for specific performance in a court of equity. In *Buxton* v. *Lister*, 3 Atk. 383, there was a contract for the purchase of timber trees, of which Lord Hardwicke considered that the Court might decree specific performance upon the ground that the contract was comprised in a memorandum, which appeared not to be a final contract, but was to be made complete by subsequent articles, so that it was doubtful whether the contract would have been considered as one that might have been enforced at law. It is no doubt well settled in equity, that, unless an agreement be certain and defined, the Court will not decree specific performance of it; but there appears to be no element of uncertainty or indefiniteness in the above-named case, and the Court is always unwilling to entertain such an objection after an agreement has been partly performed. Assuming, therefore, the Court of Exchequer in the above-named case to have been guided merely by principles of equity, the only objection to the equitable plea would have been on the ground of want of parties, and of the absence of any offer on the defendant's part to do equity, namely, to perform the agreement on his side. These grounds would probably be sufficient in the view of a court of equity; but they could hardly have arisen in a suit there, as they are just the kinds of mistake that an equity draftsman would be extremely unlikely to make. The whole case is a very forcible illustration of the numerous risks that attend a resort to equitable pleas.

BANKRUPTCY LAW.

There is a very useful provision in the Bankruptcy Act, 1861, which gives the Court power to award costs in all matters before it—an omission in former Acts which is now well supplied. Thus, when a frivolous application is made under the deed clauses; or, where a bankrupt is subjected to unnecessary delay or inconvenience through an opposition, which, in the end, proves to have been simply vexatious, the Court will impose upon the creditor the penalty of costs. In one case a bankrupt was opposed on several occasions by an individual creditor, who alleged most pertinaciously that his debtor had concealed property which should have been delivered up for the benefit of the estate. The bankrupt indignantly denied the imputation. At a subsequent hearing the creditor again appeared and charged the bankrupt with a fraudulent concealment. In order that the truth might prevail, another adjournment of the meeting was directed by the commissioner. Full investigation having taken place, the charge was found to be wholly untenable upon the facts, and an unconditional order being immediately granted to the bankrupt, the creditor was held to be liable for the costs to which the bankrupt had been subjected in consequence of his vexatious proceedings. That the provision to which reference has been made may occasionally prove to be very salutary in practice, no one can doubt. And this leads to the consideration of a circular letter which it is said is forwarded to every creditor of a pauper estate by Mr. Aldridge, as representing the official assignee. Here it is *totidem verbis*:—

"Register No.

"46, Moorgate-street, London, E.C.

"Nov. 1863.

"Sir,—Re ——, a Bankrupt.—No creditors' assignee having been chosen in the above bankruptcy, the management of the estate rests with Mr. Edwards, the official assignee.

"Our Mr. Aldridge is the official solicitor appointed to act in the prosecution of this bankruptcy.

"The bankrupt states that you are a creditor. We therefore beg to inform you that the sitting for his last examination and discharge is appointed for the —— day of —— next, at —— o'clock, at which sitting debts can be proved; and no creditor is allowed to oppose the bankrupt without first proving his debt.

"The bankrupt's accounts should be filed ten days before the last examination.

"Should you know of any property of his, or should you have any complaint you desire to be brought under the notice of the Court, you will please communicate with us thereon.

"We are, Sir, your obedient servants,

"ALDRIDGE & BROMLEY,

"Per H. H.

"P.S.—In any communication be pleased to quote the register No. —— above."

Having referred to the new provision, giving the Court power to order payment of costs in all matters before it, it may be asked what remedy there would be as against Mr. Aldridge in the case of a "complaint" so "brought under the notice of the Court" by him, and for which, as subsequent events showed, there was not a shadow of a foundation? The outline of Mr. Aldridge's letter is fair, and proper, but the closing lines, in which he invites complaint of the bankrupt's conduct, are certainly objectionable. The conclusion spoils the whole letter, and makes that which otherwise would be open and candid, a piece of improper and unjustifiable assumption of authority.

It has always been understood that Mr. Aldridge was the solicitor for all pauper petitioners, and was appointed by the Lord Chancellor to act for them, and guard their interests; and to such an extent has the rule been carried, that no petition can be presented *in formâ pauperis*, unless it be attested by Mr. Aldridge, *or by one of his clerks!* How unfair is it then that at the very first meeting under the bankruptcy, Mr. Aldridge should be allowed to secede from his position as adviser to the bankrupt, and become the representative of the official assignee, inviting creditors, by means of his official circular, "if they have any complaint they desire to be brought under the notice of the Court, to please communicate with him thereon." A learned Commissioner of the London court, whose assistance and guidance we have now all but lost, once stated most emphatically, in reply to an observation in reference to the "Crown solicitor." I know no "Crown solicitor; the Crown does not interfere in matters of bankruptcy." It is not desirable that the functions of Mr. Aldridge in reference to the disclosure of property should be unduly narrowed or abridged; far from it. But there ought to be consistency. Unfortunate bankrupts have enough to suffer; the "insolence of creditors" yet remains with us. Do not allow the decayed individuals who daily throng the court to be postponed from month to month in consequence of some miserable surmise which may be "brought under notice" at the instance of a creditor, who, for his own reasons, will not, or, perhaps, dare not himself come forward. But let each opposing creditor freely and openly appear, and let him stand or fall by the opposition which he may be able to make; and, if he oppose vexatiously or improperly, let him pay the costs of the day. This would tend to promote a healthier system, and perhaps, lead also to a decrease in the number of adjourned hearings, which now materially impede the ordinary business of the courts.

COURTS.

COURT OF QUEEN'S BENCH.

(Sittings in Banco, before Lord Chief Justice COCKBURN, Justices BLACKBURN and MELLOR.)

Nov. 21.—*Ex parte Chorley.*—In this case a rule was moved for, calling on a member of a very eminent firm of London attorneys, to answer the matters contained in an affidavit of the applicant relating to a suit against the Midland Railway Company.

The application being *ex parte*, it is not proper at present to state the matters disclosed as the ground of the application.

Rule *nisi* granted.

Nov. 21.—*The Queen* v. *The Justices of Kent.*—This case raised a question under the new Highways Act, and also a question of some general importance as to the mode of voting at meetings of parochial vestries and other similar meetings. The old Highways Act provides that, whereas it is expedient that in large and populous parishes the repairs of the highways should be under the direction and control of a certain number of inhabitants, to be chosen as a board for that purpose, in any parish where the population exceeds 5,000 it shall be determined by a majority of two-thirds of the votes of the vestrymen present at a vestry meeting, whether such a board shall be appointed; and the new Highways Act expressly exempts from its operation parishes in which, at the time when it passed, or within six months afterwards, such a parochial board shall have been appointed. In this case the parishioners of Bromley, in Kent, had within six months after the passing of the new Act held a meeting at which it was proposed to appoint a parochial board. There were eighteen present, and out of these eleven voted for the resolution and three against it, three abstaining from voting; so that, strictly speaking, two-thirds of the number present—viz., twelve—did not vote for the resolution, but only eleven, one less than two-thirds. The magistrates of Kent had, at general sessions at Maidstone, divided their division of the county into districts, under the new Act, and included Bromley in one of them. The question was whether their order, as regarded the parish of Bromley, was valid, which depended upon whether the parochial Board was lawfully appointed, and that turned chiefly upon whether the resolution was good and valid as regarded the mode of voting. The minute of the vestry meeting stated that two-thirds of those present voted for the resolution, and that it was therefore carried. But there were affidavits of three of the eighteen persons present that they had abstained from voting. There was, however, a great contradiction of testimony on the question of fact. There was, however, another and broader point, on which the case was ultimately decided—viz., that a poll was demanded and refused, on the ground that the Act required a majority of the votes of those "present."

Mr. *Manisty*, for the parishioners who resisted the resolution to have a local board, desired that the parish should be comprised within the district under the new Act, and therefore supported the order of the justices. He argued that the common law right to a poll could not be taken away but by express words.

Mr. *Welsby*, for those parishioners who were in favour of the resolution to appoint a local board, and were against the order of justices under the new Act, argued that the whole object and intent of the Act was that the question should be decided by the votes of those who were "present" and had heard it argued and discussed.

THE LORD CHIEF JUSTICE observed that the vestry rooms of populous parishes were often not large enough to hold a hundredth part of the inhabitants, and it would be monstrous to conclude a whole parish by the votes of a small handful of inhabitants assembled in a room. Moreover, there was a case decided in this court—in Lord Denman's time, cited in Welsby's edition of "Chitty's Statutes"—in which it was held that the common law right to a poll could not be taken away, except by express words. But he said the Court were bound by that authority, and even if it had not been so decided the Court would be disposed so to hold, for at common law the inhabitants had a right to a poll, and the statute did not expressly take it away. The vote, therefore, was invalid, and the order of the justices would stand.

The other judges concurred.

Rule to set aside the order discharged.

Nov. 25.—*In the matter of Smith, an attorney.*

Mr. *Manisty, Q.C.*, moved on the part of an attorney that his name on the rolls might be altered to Shirley, on the ground that he has taken property on condition of his assuming that name. The Master of the Rolls had allowed a deed to be enrolled by which the applicant assumed that name.

The COURT granted the rule.

COURT OF COMMON PLEAS.

(Sittings at Nisi Prius at Guildhall, before Mr. Justice WILLES, and Common Juries).

Nov. 20.—*Ratcliffe* v. *Cooper.*—The defendant, an attorney, living at Salisbury, some years ago executed a deed, securing to the plaintiffs, as trustees to the woman with whom Cooper had formerly lived, a certain annuity. This is the twenty-ninth action which has been brought to recover the instalments as they become due, and the defendant invariably pleads that the person in whose favour the deed was made, has forfeited her claims by immoral conduct.

Verdict for the plaintiffs for the amount claimed.

Nov. 25.—*In re——, an Attorney.*—In this case cause was shown against a rule calling on an attorney of this Court, to show cause why he should not give up all books and papers in his hands, and also all money relating to a loan and mortgage of £600 to a gentleman named Cavendish. It appeared that early in 1862, the attorney was applied to by Mr. Cavendish, who resided in Paris with his mother, for a loan of £600, for which the security was offered of a reversionary interest in the sum of £6,000, payable to Mr. Cavendish on the death of his father and mother. The attorney, having taken the opinion of counsel as to the nature of the security, was informed that, provided Mr. Cavendish was the only son and was of age, he could give the required security. The same attorney had another client, a lady (also residing in Paris), a singer (Madame Garcia), who had a sum of £600 which she wished to lend; and having obtained a declaration from the mother of Mr. Cavendish that he was her only son and of age, he prepared a mortgage deed for the advance of the

£600, on the reversionary interest of Mr. Cavendish; which deed was duly executed, and the money sent to the attorney to be paid over to Mr. Cavendish. A sum of £300 appeared to have been paid over to him, and the residue (£191), after deducting the expenses and costs incurred, Mr. Cavendish wished to be paid over to his mother. The attorney in his affidavit swore that he then learnt for the first time that Mr. Cavendish had a brother, and he thereupon set on foot inquiries to endeavour to ascertain that fact from the mother of Mr. Cavendish and from other sources, but could not learn, and under these circumstances he had retained the money in his hands, as he could not safely pay it over, the security being valueless if this were true.

After hearing counsel on both sides,

The CHIEF JUSTICE thought that, as to the money, the lender, who was now applying for her security to be delivered up to her, had no claim. The rule must be absolute for the attorney to deliver up the deeds and papers to the lender; there would be no rule as to the money. As the applicant had succeeded in part and failed in part, there would be no costs.—Judgment accordingly.

Nov. 26.—*The Queen* v. *Whitehurst.* In this case Mr. *Serjeant Shee*, Mr. *Serjeant Ballantine*, Mr. *F. H. Lewis*, and Mr. *Pope Hennessy*, appeared for the defence; but no counsel appeared for the prosecution.

The officer of the Court inquired if any one so appeared, but no one answered.

Mr. *Serjeant Shee* said,—We have no reason to suppose, my lord, that any one is to appear for the prosecution.

The LORD CHIEF JUSTICE asked if any one had been bound over to prosecute.

Mr. Serjeant *Shee* said he believed not.

The LORD CHIEF JUSTICE observed that, if any one had been bound over, he would have estreated the recognizances. As, however, no one appeared for the prosecution, of course the case could not be gone into, and therefore the jury must be discharged.

CLERKENWELL.

Nov. 21.—Mr. Edward Hall, of 7, Red Lion-square, Holborn, one of the auditors of the Strand Music Hall Company (Limited), and also a collector of the Inland Revenue for the parish of St. Pancras, attended before Mr. D'Eyncourt, to show cause against a summons which had been obtained against him at the instance of the company, under the Metropolitan Police Act, 2 & 3 Vict. c. 71, s. 40, for detaining a number of proxy papers belonging to the chairman and directors of the above company. The facts of this case will be found *ante*, p. 52.

Mr. D'EYNCOURT, after hearing counsel on both sides, decided that the case did not come within the meaning of the statute, and dismissed the summons.

GENERAL CORRESPONDENCE.

CLERKS OF RECORDS AND WRITS' OFFICE.

I ask leave to say a few words in your Journal as to the *Clerks of Records and Writs' Office.* My attention has for several months been directed to this subject. Indeed, it has long appeared to me that this office might be usefully abolished, and both the profession and the public would, I think, derive great advantage by such a step. This office is, in many respects, a great impediment to the progress of a suit by its delays and difficulties. Let us look at the subject.

What are the duties of this office? These seem to be chiefly the sealing, stamping, and recording of documents. There must unquestionably be an office for filing bills, answers, affidavits, &c.; but beyond this, all the duties of the office might, as it seems to me, be performed by the solicitors of the litigants. It must be recollected that solicitors are "officers of the Court," and, as such, must be assumed to observe its rules at the risk of their status. This being so, why not leave all the machinery of a suit to them, subject of course to the present control of the judges? The stamping and sealing of process is a simple duty, and is little more than a means of collecting the fees. As to the bringing on of causes for hearing the *present certificate* might, I suggest, be well dispensed with, if the suitor's solicitor was held responsible for due regularity.

Then as to what I may call the *stationery department* of the office. This I have passed over in my previous observations that we may look at it by itself. It seems to me that affidavits might be conveniently filed at the hearing of a cause, motion, or petition, as the case might be. It might be made part of the *Registrars' duty* to look to them and receive them for filing. This would prevent the present delay in getting office copies, coupled with its being made the solicitor's duty to furnish all requisite copies. Indeed, office copies might be dispensed with, except in some few cases where the age of the suit rendered such necessary. Now I need scarcely say that alterations of this character would be a great boon to the profession, and no small relief to the public. The present system is beset with difficulties and delays, which materially affect the progress of a suit and embarrass the practitioner. When rightly viewed, this office is in fact the *six clerks' office*, under a new name—a characteristic feature of modern reform. Its duties were always of a routine character, but productive of immense incomes to certain officials, as well known disclosures certify. In conclusion I beg the attention of your readers to this subject and an unprejudiced consideration of it.

J. CULVERHOUSE.

3, Compton-street, Nov. 21.

COPYHOLD LAW.

I should be glad of the opinion of some of your correspondents on the following:—

About thirty-eight years ago, A. bought a quantity of freehold land, together with a small strip of copyhold land adjoining it. All the land was conveyed by the same instrument, and A. having no issue, allowed a friend, B., to be admitted tenant to the piece of copyhold land alluded to, by the steward of the manor, but A. has ever since been in receipt of the rents and profits. By the custom of the manor, the piece of copyhold land referred to, is subject to the payment of 3d. per year as a quit rent, but this has not been paid by any person for the last thirty-eight years. A having been in quiet possession for that length of time, and his name not appearing on the court-rolls as tenant of the lord of the manor, has the lord lost his right to the piece of land, and has A. acquired a freehold estate in fee simple in such land?

Nov. 24. AN ARTICLED CLERK.

THE LECTURES AT THE LAW INSTITUTION.

I am a clerk reading in agents' offices, during the last year of my articles. I have attended the lectures now being given in the hall of the Incorporated Law Society, since their commencement, on the second day of the present term, and have endeavoured, to the utmost of my power, to profit by them. I am persuaded that the object of the society in instituting these lectures was solely with a view to give articled clerks an additional means of acquiring a thorough knowledge of the law, and that it is their wish that these lectures should do as much good as possible. Under this conviction I write to offer some observations.

I would first suggest that order should be strictly enforced. I am informed that in previous years the behaviour was such that it was impossible to obtain any profit from the lectures, unless a seat quite in the first rows was secured. Things are far from being so bad as this now, but there is an increasing tendency towards talkings and other modes of disturbance. As many of the auditors are mere boys, in the first or second years of their articles, it is not surprising that their conduct should not be more orderly. Principals order their clerks to attend; having been confined in office all day, the bore of attending a course of lectures (which they anticipate hearing annually during the term of their articles) in the evening, is quite intolerable. The result is, they indulge in conversation and chaff, and their neighbour, who is anxious to profit by the lectures, finds it nearly impossible to fix his attention at all.

A few words as to the lectures themselves. Are they not expressly intended to be clearly understood and remembered by the ordinary class of clerks to whom they are delivered? by ordinary class I mean those whose powers of comprehension and memory are neither above nor below the average. Now I submit that this object is not attained by the lectures as delivered at present; the rapidity with which the whole subject is treated is a serious task upon a mind which does not possess great powers of intelligence. Might it not be submitted to each learned lecturer that there are among his hearers many who would gratefully receive occasionally short recapitulations of his chief points and subdivisions? This may require some little extra time, but surely it is better to learn well, even if less, than to hear more and forget it. Take notes, you will say; were I a short-hand writer I would, but at present I find that while I take a note the lecturer proceeds, and confusion is the only result. It is true the lecturer does sometimes

repeat his quoted cases for the purpose of allowing us to note them; but retaining merely a collection of statutes and cases is only a poor substitute for a clear impression of the lecture. Very few have time to look up these cases and statutes, and if they do, it often happens that the decisions and points of law therein, fail to be fully understood in all their bearings. Take the case of a man whose time is divided between his reading and his work in the office. He peruses one branch at a time, equity for example; he attends lectures, and finds, after hearing one on common law, a series of cases, passages, and statutes, to be read, and a day or two later several more on conveyancing, all of which are only calculated to interfere with his equity course. All this is the more to be regretted, as, with small but important changes, so much more benefit might arise from these lectures. I cannot but think that, if the lecturers would make more allowance for the inaptness of some of their hearers, dwell a little more on definitions, distinctions, and subdivisions, with occasional recapitulations, much more success would attend their labours. One thing there is which could not fail to effect a great deal towards producing a clear and lasting impression of the matter treated in a lecture—this would be for the lecturer himself to issue a few of the heads and chief points of his lecture after, or, better far, before, he delivered it.

As for a remedy for the evil I first speak of, this I leave entirely to the members of the society; if they cannot enforce order, who can? Let there be no half measures; the mischief is great, and the remedy must be stringent and lasting. Hoping I have not intruded too much, or spoken too freely, on this important subject, I am, yours obediently,

Lincoln's-inn-fields, Nov. 20. AN ARTICLED CLERK.

LIFE ASSURANCE POLICY.—COSTS OF ASSURANCE COMPANY'S SOLICITOR.

As in these days companies have so much more power than individuals, it is very necessary that, in dealings with them, individuals should not do any thing which may be treated as a precedent, and as such, used as an argument in dealings with others. I therefore, should be glad if your correspondents from all parts would give me their opinion on the following case, and let me know what course has been followed by them in similar ones, and whether insurance companies in general make such requirements as hereafter referred to.

A client of my firm, who died a short time ago in one of the colonies while traversing on duty an uninhabited part of the country, had insured his life in one of the London insurance offices, and a memorandum consenting to his going to such colony had been endorsed on the policy. A full and explicit declaration was made of the facts of the death by the man who at the time was his companion, and being duly certified in the colonies before a notary public, such declaration was sent to England. The policy was included in a settlement made by the insurer on his family, such settlement being in the usual form, giving the trustees full power to receive the insurance money, and containing the usual ample receipt and other clauses. The settlement was only one skin, so could hardly have been considered long, and it was one of the simplest character. The insurance company referred the settlement and evidence of death to their solicitor, whom, I presume, passed it immediately, as he made no requirement for any other evidence, and was satisfied with the declaration furnished. We, of course, had nothing to do with its being so referred, but the insurance company call upon the representatives of the insured to pay the charges of their solicitor, for reporting to them upon the matters laid by them before him. In reply to a letter, addressed by us to the secretary to the company, requesting him to inform us upon what ground such requirement was made, he stated that his office seldom made it; but as they might have put our client to great expense by reason of the circumstances of the death, and the place where it occurred, and might have occasioned great delay in payment, he thought it was ungenerous in us to object. We replied that we had often before had dealings with insurance offices, where there were settlements affecting policies and long ones, whereas the present settlement was a very short one, and a full and clear abstract was sent with it; and we also stated that never before had such an argument as the above been used with us by an insurance company.

The argument used appears to be to me rather like saying "We have got the whip hand of you, we can give you a great deal of trouble, therefore, if we let you off easy, you must comply with our requirement." In the first place, I consider that the evidence was most satisfactory and complete, and I think that the conduct of the insurance company shows that they also thought so. However this may be, it is not the point in question; the point is, whether or not the costs of the insurance company's obtaining the advice of their solicitor ought in any and what cases to be paid by the representatives of insurers? In the present case, they do not amount to £2, but, if we pay them, the fact will be brought forward as a precedent to their being always demanded in any dealings where the insurance company think they require the report of their solicitor. If the rule gets established, probably most cases will be so referred.

The company persisted in their claim, and we therefore wrote asking for a copy of the rule under which they demanded such payment. The reply of the secretary was, that they had no particular rule referring to the question raised, and that the payment of the solicitor's charges in such cases had never yet been disputed. We thereupon asked him to refer us to any other respectable office, besides his own, in which the assured's representatives were asked to pay solicitor's charges in cases similar to the present. The secretary replied that he could only do what he had already done—give us the course adopted by his office; and he stated that he did not know what the practice of other offices might be, but that he doubted not we should find, on inquiry, that it was the same as theirs. Whether it is the same or not is the chief point which I should like to know (as I should wish to pay if the same is fairly demandable) whether such demand is legal or not; and I shall be very glad if any of your correspondents will give me the advantage of their experience in the dealings, by them, with insurance offices in like cases

Nov. 24. A. B.

APPOINTMENTS.

Mr. R. P. COLLIER, SOLICITOR-GENERAL, and Mr. G. CAREY, Bailiff of Guernsey, have received the honour of Knighthood.

The Queen has authorised Horace Townsend, of Derry, in the county of Cork, of Edstaston-house, Salop, and of Lincoln's-inn, barrister-at-law, and Mary Susanna, his wife, to take the surname of Payne, in addition to and before that of Townsend, in compliance with the will of Thomas Payne, late of Edstaston-house.

The Lord Chancellor has appointed Mr. John D. King, of the Northern Circuit, barrister-at-law, to be a Registrar of the Exeter Court of Bankruptcy, and Mr. D. C. Macrae, barrister-at-law, to be a Registrar of the Manchester District Court. His Lordship has transferred the registrars lately acting in these districts to the London Court of Bankruptcy, one to act in the room of Mr. W. F. Higgins, appointed taxing-master, and the other in the room of Mr. J. F. Miller, appointed chief Registrar of the Court.

PROVINCES.

MANCHESTER.—At the Sessions, on Tuesday, when the Court was about to assemble, and the names of the jurors were being called over by the clerk of the peace, a juror named Carr, mistaking his name for that of John Clarke, another juror, took his seat in the jury-box, and sat there the whole of the day in the place of Clarke. On Wednesday morning, when names were called, the mistake was discovered. The question arose as to whether the previous day's cases would not have to be tried over again; but the deputy-recorder, Mr. Higgin, afterwards ruled that they must stand as they had been decided.

GREAT TORRINGTON.—Mr. Lewis Taplin, Solicitor, has been appointed Mayor of this borough.

WIGAN.—During the proceedings at the recent Wigan Borough Sessions, before the Recorder, Mr. Catterall, a personal squabble took place between two of the barristers present, Mr. Cottingham and Mr. Pope. The former made application to the court, in the interest of a client charged with obstructing the police, that his case should be taken before the charge against two other prisoners, for one of whom Mr. Pope appeared, indicted for sheep-stealing, out of which the obstruction to the police arose. During Mr. Cottingham's somewhat urgent request to the court, Mr. Pope told him that they had had enough of his oratory, whereon Mr. Cottingham retorted, "You are an impertinent person. Do you know whom you are addressing?" Mr. Pope, in an under tone (but loud enough to be heard over the court)—"Yes, an Irish Blackguard." Mr. Cottingham retaliated

on the instant—"You are a blackguard and a liar if you say so. Remember your origin, sir. You are a coward." The Recorder, whose attention had been momentarily called aside, here interfered, and rebuked the two gentlemen for their conduct. Shortly afterwards, Mr. Pope made an ample apology to the Court and his brethren around the table; but Mr. Cottingham, who followed, did not make so complete a reparation. This breach of decorum created much excitement among the members of the Bar, of whom ten or a dozen were present. General opinion, expressed to Mr. Cottingham, was that he should apologise in a more complete manner. When the Court was rising in the evening, he did so in a way to satisfy the Recorder, who, administering a severe rebuke to both him and Mr. Pope, said that he trusted the ill-feeling which personally existed would not again find vent in that court. It is not likely that the subject will rest here, but that it will be brought before the members of the circuit.

SCOTLAND.

George Ross, Esq., Professor of Scots Law in the University of Edinburgh, died at his residence on the 21st inst. from diptheria. Mr. Ross was held in high respect for his professional learning and high integrity of character. He was appointed to the chair (of which the patrons are the Faculty of Advocates and Curators) only in 1861, on the decease of Mr. Shank More.

IRELAND.

Some time since, a meeting of the Bar was held in Dublin, and a committee, constituted of Queen's Counsel and Junior Counsel was appointed to inquire into the former practice, and report whether pleadings should be signed by members of the Outer Bar. It is stated that the committee has come to the unanimous conclusion that all pleadings at law and in equity ought to be prepared and signed by junior counsel.

Mr. Brereton, who was on Tuesday pronounced guilty of a contempt of Court, in having, without permission, used the name of an attorney in certain legal proceedings which he undertook to conduct, attended on Wednesday in the Queen's Bench to receive sentence. In mitigation of punishment, his counsel read an affidavit, in which Mr. Brereton swore that he had for several months discontinued proceedings for the recovery of debts, and confined himself to his legitimate business as a conveyancer; that he had a large family depending on him; and that he was in a very bad state of health. An affidavit by a medical gentleman was also put in, in which it was stated, that Mr. Brereton was afflicted with heart disease, and that confinement would be likely to endanger his life. The Chief Justice said that it was a case which called for severe punishment, in order to vindicate the rights of the profession and protect the interests of the public; but under the circumstances deposed to they would deal leniently with the offender. It was therefore ordered that an attachment should issue against him, not to be put in force until further order; but should he again violate the rules of the Court he would be arrested under it and consigned to prison.

COLONIAL TRIBUNALS & JURISPRUDENCE.

CANADA.

We extract the following memoir of the late Henry Eccles, Esq., Q.C., from the *Toronto Leader*:—"In the prime of life' one of the ablest members of the Upper Canada Bar has been called to his account. Henry Eccles was born at Bath, England, in 1817. His father, Captain Hugh Eccles, of the 61st, was long a resident in Canada, living first at Niagara and then at Toronto; he died only a few years ago. He came to Canada soon after the Peninsular war, in which he lost an arm, having sold out his commission. While his father was living at Niagara, Henry studied law in the office of Mr. James Boulton. He never attended any public school, but was educated entirely by his father, who was a gold medalist of Trinity College, Dublin. He was called to the Bar in Easter Term, 1842; was elected a Bencher of the Law Society in 1853, and appointed Queen's Counsel in 1856. He soon attained a leading position at the Bar; and for a long time he had been engaged, as counsel, in nearly every case of importance, whether civil or criminal. He appeared to great advantage before a jury. Tall, well proportioned, and erect, his personal appearance was imposing. With a musical and well-managed voice, every word he uttered derived additional force from the delivery; the true test of eloquence. He had a wonderful faculty of making a point clear to the comprehension of an average jury; and the simplicity of his style was one of the great sources of his success. In this respect, his addresses to juries were models which young members of the profession would do well to copy. He never confused either himself or the jury, as some gentlemen of the long robe are apt to do. Under his manipulation the most complicated case became clear and easy of comprehension. It is doubtful whether, in producing an impression on a jury, he had any equal in Canada. He was also famous as a special pleader, and not less so for his power of extorting truth from a witness, whether in chief or cross examination. His astute appreciation of evidence enabled him to seize upon the strong as well as the weak points, and to make the most of both. He had been in partnership with Mr. Carrol, in this city, since 1854. He married Jane, fourth daughter of Captain Francis Lelievre, A. C. G., Canada, by whom he had only one child, Francis Hugh, now nineteen years of age.

NEW ZEALAND.

AUCKLAND.

The Chief Justice of this colony held the criminal sessions at Auckland, in August last, and in his address to the grand jury enunciated an important but hitherto totally disregarded doctrine concerning the Maories in this country. There have been several natives taken in arms against the government by the forces, and these, the Chief Justice contends, ought to have been placed at the bar of the Supreme Court to answer for some crime, or otherwise they should at once be set at liberty, in consequence of the fact that while her Majesty claims sovereignty over every native as well as European inhabitant of New Zealand, it is evident that there can be no room for prisoners of war among her Majesty's native subjects. The question it will be seen is a grave one, and will doubtless receive attention by the assembly.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

Judges Lourie, Woodward, and Thompson, of the Supreme Court of Pennsylvania, in session at Pittsburg, gave a decision on the 9th instant relative to the cases of several drafted men, and therein declared in effect that the Conscription Act is unconstitutional.

REVIEW.

The Law Magazine and Law Review for November, 1863. No. XXXI. Butterworths.

The last number of this periodical contains several useful and well-written articles on legal topics. One, on the indefeasibility of title, is an attempt to show that the Acts of last year, "to facilitate the proof of title to, and the conveyance of, real estate," and "for obtaining a declaration of title," aim at restoring the means for obtaining indefeasibility which were taken away when ancient forms, such as fines and recoveries, were abolished. The writer insists that the object of the recent Acts is merely to produce the same effect by different machinery. He observes,—

"The binding effect of a fine, as against strangers, rested on the publicity which was supposed to be given by the proclamations, and also on the technical divestment of the estate of the person whose right was barred, which must have been effected either before, or by the effect of, a fine. These circumstances were considered to ensure a sufficient notice to all those who were not under disabilities, to enable them to make their claims, which, if they did not do within the appointed time, the bar operated against them. The Court, in which the fine was levied, did not concern itself about the state of the title. The cognizor might have had a freehold by right or by wrong, or he might have had no estate in the premises, but if he chose to go through the appointed forms the office of the Court was only to be satisfied of his own personal ability to bind himself, leaving to the parties the peril of whether the fine would be effectual or not, which would depend on the sufficiency of the cognizor's estate, and whether those who were entitled to contest its effect, did so in due time. It amounted,

in short, to a kind of public challenge, by the cognizor against all the world, to come in and dispute the right which he asserted, or to remain bound for evermore. As the Court exercised no tutelage over the rights of infants and others whom the law deemed to be incompetent to defend their own interests, these parties were protected by the suspension of the bar, till the lapse of five years from the removal of their disabilities; and the efficacy of the fine was, therefore, always subject to the possible existence of these exceptions, and their consequent infirmative operation. The scope of the new statutory provisions seems to be, to require a public assertion of ownership by the applicant to be made as notorious as possible, by means that are considered better adapted for that end in consonance with modern habits than the mode which was thought sufficient for the purpose by our ancestors, in a simpler state of society, and less crowded population." The author also speaks of the Act establishing the registry of landed estates, as containing a curious assimilation to the principle on which the ancient Writ of Right proceeded in requiring notice by the applicant of his intention to register to be given to the lord of the manor, of whom the lands were holden. "Thus," he says, "in accordance with ancient theory, the representative of the old feudal seigniory will have notice of the intended process, and be enabled to watch that his own rights are not impaired, and also, so far as the loosened connexion of modern times between the lord and tenant may admit, to check any attempted infringement on the rights of the person who is verily entitled to sustain the latter character. It cannot be doubted that the steps prescribed by the Act, and those which will be enforced by general orders, in the working of the measure, will be better adapted to obtain the desired end of giving publicity to the proceedings, than the proclamations on the fine which had ceased to be other than mere formalities. Actual notice given to all persons who, on examination of the title, may appear to the registrar to be interested in receiving it, together with public advertisements and notice to adjoining owners and occupiers, seem more likely to secure to all who may be entitled to question the proceedings the opportunity of protecting their rights, than the rehearsal of a fictitious formula couched in technical and obsolete language, to an uninterested audience in the Court of Common Pleas at Westminster. On the other hand the celerity with which an indefeasible title may now be obtained, compared with the time required to effect the bar by non-claim on a fine, is such as to justify and require that every conceivable guard should be thrown around the proceedings to prevent surprise. As no exceptions are made in favour of disabilities, it is highly important that all due deliberation should precede the entry of the indefeasible title. When the extinctive effect it may have on the rights of all persons is considered, it may almost be said, according to the humane maxim of the criminal law, when the life of man was at stake, *nulla est cunctatio longa*. The great and distinguishing feature in the recent enactments is the confining the protective effect of the indefeasible title to purchasers for valuable consideration from the registered owner. This provision is an important variation from the former law, under which a fine and non-claim would have been a conclusive answer, if advanced by the person himself who levied the fine, though his original title were ever so wrongful, unless fraudulent disguise had shrouded the open challenge which the fine was thought to convey (3 Rep. 79; *Davies* v. *Lowndes*, 7 Scott. N. R. 141.) This principle of the new Act, seems to be a compromise between the unwillingness of our law hastily to sanction unjust possession, and the favour which it is thought the laws of a commercial country ought to afford to the free circulation of land by protecting the *bona fide* purchaser for valuable consideration."

The number also contains articles on the Economical effects of the Patent Laws; Gifts in Equity; Legal Procedure; and on the Bankrupt Law of Scotland.

Solicitors' Book-keeping; to which is added a complete system of Rental Accounts, adapted for Landowners, Solicitors, Land and Estate Agents, Executors, Mortgagees in possession, &c., &c. 7th Ed. Kain & Sparrow, Chancery-lane, 1863.

We need only say of this manual, that it is a new and improved edition of what has already met with general acceptance in the profession. No class in the community is more interested in the proper keeping of accounts than solicitors. Apart from the ordinary accounts relating to costs, it is highly important that in all money transactions between solicitors and their clients, the accounts should be as perspicuous and intelligible as possible, as, in the event of dispute, the burden of proof always lies upon the solicitor. Mr. Kain's system appears to be the result of considerable experience, and is, no doubt, better than what any practitioner would be likely to adopt of his own accord, or acting under the advice of an ordinary accountant. The numerous testimonials which he appears to have received from large and respectable firms, seem to afford satisfactory evidence of its value, and our opinion is formed rather from them than from personal investigation, for which, indeed, we feel ourselves to be hardly competent.

International Law, in connexion with Municipal Statutes relating to the Commerce, Rights, and Liabilities of the Subjects of Neutral States pending foreign war; considered with reference to the trial of the case of the "Alexandra," seized under the provisions of the Foreign Enlistment Act. By F. HARGRAVE HAMEL, of the Inner Temple, Barrister-at-Law. Butterworths. 1863.

This is a very useful compendium of the law, relating to a question which is now of great interest in this country. It contains a reprint of some of the most interesting contributions to the *Times*, on the subject of the alleged violation of our neutrality in the American War. The earlier part of the work discusses generally the doctrines relating to the question, and the latter part is devoted to the task of vindicating the conduct of England, as judged by the recognised doctrines of International law. The various topics are treated with ability throughout,

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REGISTRATION OF JUDGMENTS.

At the annual meeting of the Metropolitan and Provincial Law Association, at Leicester, a paper on the above subject, by Mr. C. F. TAGART, solicitor, of Bedford-row, was read by the secretary. It was as follows:—

The attention of this association was called to this subject by the chairman of the last annual meeting, in his address, reviewing the proceedings of the committee during the previous year. He reported to us the steps which had been taken by the committee in opposition to the bill of Mr. Hadfield, by which it was proposed entirely to abolish the charge of registered judgments upon landed property. That bill, upon being opposed by the late Attorney-General, was, without debate, withdrawn by its promoter in the session of 1862.

From the remarks of Mr. Avison it would appear that the chief ground of objection raised by your committee to the bill of 1862, was its retrospective operation in proposing to abolish what might be termed the vested rights of creditors, whose judgments are already registered; and it does not clearly appear whether their opposition would have extended to a measure limited to the abolition of the system of registration of future judgments. In the last session of Parliament, however, Mr. Hadfield again brought in a bill, this time limited to deprive future judgment creditors of the right to charge the landed property of their debtors by registration: in fact to abolish altogether the right of judgment creditors to a lien on their debtors' land.

What action was taken by the committee in respect to that measure I am not informed, nor of the steps, if any, taken by the council of the Incorporated Law Society with regard to it. In the report of the latter body, presented to the members of the society in June last, it is stated that the bill (among other minor proposed measures of law alteration or amendment which had been brought before Parliament), had been under their consideration, but they do not favour us with any expression of their approval or disapproval. Probably they may have considered the very summary way in which the bill was thrown out, on the motion for its second reading in the preceding month, would be so effectual a discouragement to its promoters as to render its speedy re-introduction unlikely, and therefore render any immediate consideration of its probable effect a work of supererogation. But the pertinacity with which amateur law reformers pursue their pet projects is so great that it is by no means unlikely Mr. Hadfield, or those in whose interest he acts, will renew the attempt to accomplish the object of their desire, and the very agitation of the subject shows it to be of sufficient importance to warrant some discussion of the reasons for seeking or opposing any alteration of the present law.

Every Member of Parliament of the legal profession makes it a *point d'esprit* to establish his legal reputation, by bringing in some bill to alter the law, and is too often suffered to carry

his point, by dint of riding his hobby to the exhaustion of the *vis inertiæ* of the law officers of the Crown.

Mr. Hadfield has selected the abolition of the registration of judgments as the subject of his legislative manipulation, and if he should persevere in his object, it may be worth while to consider whether he should have the support of this association, or, on the contrary, its opposition; and, with your permission, I propose to offer a few observations which may lead you to some conclusion.

The preamble to Mr. Hadfield's bill states "that it is desirable to place freehold and other estates in land on the same footing with purely personal estates in respect of future judgments, &c., as against purchasers and mortgagees."

It is to be deplored that in the recent endeavours to render the style of the statute-book less crabbed and technical than was formerly its opprobrium, our legislative draftsmen now deviate into the opposite extreme, and express themselves in a colloquial slipshod phraseology which conveys no determinate meaning. Of this vague and loose style the preamble I have quoted is a specimen.

What is *the footing* on which purely personal estates stand with respect to judgments? and having ascertained that, why is it desirable to place freehold and other estates in land upon it? This last proposition, whatever it may mean, I contend, is still to be proved.

I am wholly ignorant whether Mr. Hadfield has brought in his bill *proprio motu*, or at the instigation of any number, either of legal practitioners, landowners, or judgment debtors. Perhaps in his practice, while a member of our body, he may have become sensible of some hardship to be mitigated, or of some benefit to be obtained by passing the measure he has prepared. He may have had large experience of the trouble and expense occasioned to vendors and purchasers by the present system, or of hardship upon the latter by the springing up of claims by judgment creditors, to the injury of innocent holders of estates, so burdened by the persons from whom they have derived them, and against whom they may be without remedy. He has not, however, given us the benefit of his experience by giving us instances. But if these are the grounds of the proposed legislation, let them be fairly stated in the preamble, and let such preamble be proved by evidence to the satisfaction of a select committee of the Legislature. In the meantime, I will venture to question whether those, or any adequate, reasons for the bill can be sustained.

Almost every proposed alteration in the law will be viewed from a different stand point by the legal practitioner, according to the predominating character of his practice. The solicitor chiefly engaged in transactions relating to the management, transfer, or disposition of real property will desire to procure every possible facility and security for such transactions. On the other hand, the attorney whose business chiefly relates to matters of trade and commerce, will desire to avail himself of every means of realising his client's pecuniary rights. On a question like the present, the attorney and solicitor may probably be found ranged on opposite sides. The former will be unwilling to relinquish for his client the chance of realising debts afforded by the present ability to charge their debtors' land, while the latter would, perhaps, think it of more consequence to procure exemption for their clients from the risk and expense to which they are exposed by the present system. It is on occasions like the present, when practitioners of both classes meet to consider topics interesting to themselves, and important to their clients, that an opportunity is afforded of weighing the expediency of any proposed legislative change, and of arriving at a united judgment as to the balance of advantage or disadvantage which may reasonably be anticipated to result therefrom.

Now, in the present case, I submit the *onus probandi* lies entirely on those who seek to abolish the system of registration of judgments, and so far from any case having been established, the answer of the then Solicitor-General, Sir R. Palmer, to that set up by the promoters of the bill, seems to me absolutely conclusive.

Can it be maintained that *bona fide* purchasers or mortgagees have been to any appreciable extent deprived of or injured in their honestly acquired estates, under the present law?

It appears by a return to the House of Commons, that in the five years preceding May, 1862, the amount of unsatisfied judgment debts appearing on the register reached a total of sixteen and a-half millions sterling; but taking into consideration that a great many of these judgments are signed for nominal amounts, and that a very considerable if not the greater portion are registered experimentally against debtors who are not known to be, and in a large majority of cases never were, possessed of any property which could be affected by them, it may be fairly assumed that the whole effectual charge upon land represented by the register does not amount to one-fourth of this gross total.

With respect to the objection raised to the existing law, on the ground of the trouble and expense occasioned by the necessity of the search, I believe this to be very much exaggerated. The search for incumbrances would still be necessary in a register county, even were the registry of judgments abolished. The register of annuities must also be searched. Those whose experience of conveyancing practice goes back to a date previous to the present reign, may recall the onerous task imposed upon them by the standing peroration to every opinion of counsel on an abstract of title. "The usual searches for judgments should be made." Before the Act establishing the register, the rolls of the three superior courts, and those of the counties palatine had to be searched for an indefinite period, but by that statute the labour of the search has been reduced to one register only (which is most conveniently indexed) and restricted to a period of five years next preceding the proposed dealing with the property. The expense of the search, including the half-charges of a town agent, (if required to be employed), average between one pound and thirty shillings for each name in which incumbrances are to be sought for. Judging from an extensive agency practice for a cliency whose aggregate conveyancing business would no doubt represent dealings with property of very large pecuniary amount, I can only say that I suspect that these searches are very generally dispensed with, that the duty is more honoured in the breach than in the observance, and that the expense which is so feelingly deprecated as a burden upon such dealings, is a mere bugbear.

It is, however, possible that although not avowed, one reason for conveyancing practitioners desiring the abrogation of the system, is to get rid of the responsibility which may attach to them for the neglect of the duty to make the search at all, or of carelessness in making it. I am not aware of any case in which a solicitor has been called upon to indemnify his client for such negligence; and I would by no means wish to see the already wide limit of professional responsibility extended, but, on the contrary, very much curtailed. I am, however, quite certain that an avowal of such a motive for promoting an alteration of the law in relief of solicitors who omit, or negligently perform any duty incident to their profession, would meet with no sympathy in any quarter outside our own ranks. Exception has been taken by country solicitors to the protest made by their London agents, against liability for any oversight in searches for judgments. This exception seems inconsiderate. The London agent would scarcely undertake to insure the accuracy of a search of the register at the bare remuneration of a fee of 6s. 8d., in a transaction of the amount of which he is wholly ignorant, but the profit of which, to his client (the country solicitor), may well justify the latter in incurring such liability. I have heard a sentimental argument urged against the present law—namely, that by means of it expectant heirs, and embarassed landowners, have been led into giving judgments for amounts grossly exceeding the value received by them from the parties in whose favour they have been suffered. In fact, that the system of charging land by registered judgments, has given effect to many usurious transactions. I do not sympathise with the argument. No legislative protection can protect the spendthrift, or the needy, from their own improvidence, and it seems most unreasonable that all honest creditors should be deprived of their remedies, because foolish debtors will occasionally sell their birthright to cunning purchasers for a mess of pottage. On the other, I could from my own knowledge, were it not invidious to the parties, adduce instances in which the power of creating such charges has enabled persons now holding influential positions in public life to provide the means of surmounting pecuniary difficulties at the outset of their career.

The first principle of English law as of common justice is, that every man shall be answerable to his creditor to the extent of his ability. By the statute of Westminster, the 2nd (13 Edw. 1, stat. 1, c. 18), a judgment of a superior court of common law was created a lien upon the lands of the debtor. That statute gave the writ of *elegit* by which the creditor could enter and take possession of a moiety of such lands, and purchasers, mortgagees, or donees (subsequently to the judgment), took the lands subject to the charge. In those days, a man's creditors would generally be persons living in his immediate neighbourhood, to whom his property would be ostensible, and to which they would speedily resort by writ of execution for satisfaction of their claims; but in the present day when a

man's interests, pursuits, undertakings, and engagements may extend into and over many districts, so that his liabilities may be incurred in one locality, while his property lies in another, it has become a matter of difficulty for creditors to obtain so speedy an execution as may take precedence of any charge created by his debtor *pendente lite*, or even after judgment. When therefore the statute of 1 & 2 Vict. c. 110, deprived the creditor of the right of arresting his debtor on mesne process, it was thought fair and reasonable to give greater power of realizing his claims out of the property of his debtor, and the right of the judgment creditor to take in execution, a moiety was extended to the whole of the debtor's lands, and the system of registration was established in order that the existence of such charges should be patent to all persons having future dealings with the debtor. The value of the system to creditors is demonstrated by the series of hardly-contested suits which have been litigated in the Court of Chancery to settle the priority of judgments registered under it, the suitors in which would, for want of this aid, have never reached the estates of their debtors at all. The law regulating the priority in which registered judgments shall rank on the debtor's estate, has been educed by a succession of learned decisions of the equity judges, the elaborate nature of which are evidence of the importance of the existing remedy to judgment creditors, and of this remedy they ought not to be deprived on the mere pretext of removing the slight obstacle to the speedy transfer of land, which is created by the necessity of searching the register to ascertain whether the apparent owner has the right to sell or deal with the property. Indeed, as Sir Roundell Palmer forcibly urged, "The bill to abolish the register of judgments proposes that the debtor shall be enabled to sell what, by the present law of the land, which has existed for centuries, does not belong to him, but to his creditors."

Having, in the foregoing observations, I hope, succeeded to some extent in showing the inexpediency, if not injustice, of Mr. Hadfield's bill, in doing which I have perhaps run some risk of being charged with going through the unnecessary process of slaying the slain, I would endeavour to redeem this paper from the reproach of utter inutility by renewing a protest I have already made, in a letter addressed in January last to the editor of the *Solicitors' Journal*, against the absurd and mischievous requisitions superadded by the Act of 23 & 24 Vict. c. 38, to the simple mode of registration originated by the statute 1 & 2 Vict. c. 110. I do not, however, propose now to repeat the observations I there offered to the consideration of my fellow practitioners, but I take the liberty of expressing my humble opinion that it would be a worthy subject of the attention of the committee of our association, to promote either a total repeal or at least a very great modification of these obnoxious clauses. While they remain unrepealed, the validity of every charge attempted to be effected by the registration of judgments or *lites pendentes*, is seriously imperilled. While they remain in force, although purchasers and mortgagees are subjected to the expense and trouble of searching a double register of judgments and writs of execution, and in case of finding any entries of such incumbrances may insist on them as objections to the title of the vendor or mortgagor, it may be doubted whether one in a hundred of such registered charges will be supplemented by strict fulfilment of the requisitions of the later statute by registration and execution of a writ duly issued and returned thereupon, and consequently judgment creditors will rarely be able to obtain the benefit intended to be conferred upon them when the system was originated, and the security sought to be gained will prove a mockery, a delusion, and a snare.

Thus much of the judicial *acumen* which has been exercised by successive equity judges in establishing the principles upon which the rights of judgment creditors should be marshalled, will have been utterly wasted, and the whole law on the subject will be in a fog of uncertainty and confusion until something is done to dispel it. It is probable that some of the reasons which are now urged for the total abolition of the system of registration (but the insufficiency of which I have endeavoured to show), were present to the mind of Lord St. Leonard's when he tacked on these clauses to his Act to Amend the Law of Property, an Act which bears evidence of its parentage in a string of enactments framed to cure a number of miscellaneous difficulties which presented themselves to his lordship in the course of his long career as a conveyancing and equity counsel, whose studies and labours have been so devoted to the law of vendor and purchaser, as to have led him, in a great degree, to ignore the existence of any other relations of civilized life.

In confirmation of what I have ventured to express in remonstrance against and objection to these clauses, I would refer to the speech of Mr. Malins (who rendered a doubtful support to Mr. Hadfield's bill), by stating his opinion that these clauses, the introduction of which he had ineffectually opposed, had so invalidated the efficacy of registering judgments, as to render the maintenance of the system of slight value to creditors. But I will also quote the opinion of the present Attorney-General, who, in reply to Mr. Malins, observed that, though he agreed with the learned gentleman in thinking that Lord St. Leonards' clauses had led to great inconvenience and uncertainty, and that the forms imposed by the Act of 1860 were inexpedient, he did not think those inconveniences afforded a reason for taking away altogether the securities provided by the statute of the 1 & 2 Vict. for rights which creditors had enjoyed ever since the Statute of Westminster. He (Sir R. Palmer) said "he was not in the House when Lord St. Leonards' Act passed, and he washed his hands of it."

I therefore press on the committee the preparation of a bill to remedy the evil denounced by such eminent authority; and I cannot doubt that with the weight of the Attorney-General's personal and official influence it will be triumphantly carried.

In conclusion, I cannot forbear to offer one further observation, I hope not altogether irrelevant, that the very passing of Lord St. Leonards' Act—a measure brought in by a member of the Legislature not holding the position of a law officer of the Crown, and the attempt in two successive sessions of an amateur legist of the lower House to carry the bill, which I have made the pretext for addressing you, are examples of the present very unsatisfactory system of tinkering the jurisprudence of the country, and afford a strong argument for the creation of a department to be presided over by a minister of justice, whose sanction should be a necessary preliminary to the initiation of any measures of juridical legislation.

The following discussion ensued upon the paper:—

Mr. AVISON, of Liverpool, was glad Mr. Tagart had sent his paper, because it would be the means of eliciting the opinion of those present on an important subject. He was well aware that the subject had received their most anxious consideration when Mr. Hadfield introduced his first bill, which would in reality have swept away all security to creditors who had a registered judgment. The committee felt it to be too sweeping a measure, and were not prepared to support it. He recollected that at the last meeting in Birmingham, when the subject was discussed, some of their Liverpool friends expressed their strong disapprobation of the conduct of the committee in the matter—and thought that the committee, instead of being neutral, ought to have supported Mr. Hadfield's motion. With regard to the bill introduced by Mr. Hadfield last session, he did not attempt to go so far as he did in the previous measure. He left the existing judgments which had been registered as they were, but put a stop to them in future, and prevented any further judgment which might be registered having any lien upon land.

Mr. J. TURNER, of London, said the evils alluded to in the paper were those which they had all experienced. The alteration of the law of property took away a remedy, which had existed for centuries, without any adequate cause; and it was neither satisfactory to the public nor the profession; and certainly not to the clients. He believed it was Lord St. Leonard's intention solely to protect the heirs expectant, and contended that there ought to be a reconsideration of the Usury Laws altogether.

The CHAIRMAN (Mr. W. Shaen) alluded to the circumstance of the members at Liverpool having disapproved of the course taken by the Council with reference to Mr. Hadfield's bill last year, and said the incident was of value, and showed how utterly impossible it was upon many questions to adopt that course which would be agreeable to the members of the profession in all parts of the country, and it was perfectly clear that the proper course for the London Committee was only to take strong action where they could do so with the unanimous consent of their country friends.

SOCIETIES AND INSTITUTIONS.

THE LAW AMENDMENT SOCIETY.

A special meeting of the members of this society was held on Monday evening last at the offices, 3, Waterloo-place, Pall-Mall, for the purpose of receiving the report of the special committee on the proposed union between this society and the

Social Science Association; Vice Chancellor Sir W. Page Wood, in the chair.

The report, which was read by the secretary, stated that the committee had fully considered the proposal referred to them, and recommended that the union should take place on such terms as should secure to the members of this society all the privileges now enjoyed by them, and not interfere with their action in endeavouring to promote the object for which this society was instituted. They, therefore proposed as the basis of this union that the society should assign to the association its library, furniture, moneys at its bankers, its claims for subscriptions due, and its interest in the agreement with Messrs. Rivington, absolutely, and give up to the association the office at Waterloo-place, the association agreeing to pay all the debts and liabilities of the society, to maintain the library in its present efficiency, and to supply it regularly with the reports and periodicals at present taken by the society, or such reports and periodical publications as were necessary for a law library, to conduct the proceedings of the usual meetings of this society, and to print and circulate the papers read thereat, in the same way as the society had hitherto done, to admit all the members of the society in their respective capacities of life and ordinary members, as two guinea members of the association; such members to have all the present privileges of the members of the association. To place on the council of the association all such vice presidents of the society not now members thereof, and to place on the general standing committee of the "Department of Law Amendment and Jurisprudence" all such of the eighteen managers of the society not already members of that committee, and to empower such committee to appoint an executive sub-committee of ten members to select the papers, fix the days, and regulate the proceedings of the fortnightly meetings on law amendment and jurisprudence, to control the printing and publication of the papers read at such meetings, and to discharge such other duties as might be specially delegated to them.

Mr. HAWES, the treasurer, briefly stated the unfavourable position in which the society stood in a pecuniary point of view, and said the council thought that the proposed amalgamation was the best course which could be taken under existing circumstances, inasmuch as they would be thereby released from all debts, and still retain all their present privileges. The committee therefore proposed that a second committee should be formed to represent the interests of this society. He had lately gone through the whole of the papers read at the association meetings, and found that each year there had been an increase in the number of papers which had in times past been read exclusively at the meetings of this society. He concluded by moving—"That the report be adopted, and that Messrs. Hawes, Henry Allen, Frederic Hill, Joseph Parkes, and Robert Wilson, form the committee for the purpose of concluding the negociations with the National Association."

Mr. DANIEL, Q.C., seconded the motion.

After the motion was put and carried the VICE CHANCELLOR stated that, being chairman, he had abstained from expressing his own views upon the subject under discussion, but he wished before leaving the chair to express his entire concurrence in the proposal to unite the two societies. He was in favour of the union, not only for the financial reasons which had been adverted to by the treasurer, but because he thought that the objects of each would be better attained through the co-operation of the two societies, than through their separate and independent action. It was quite true that the more popular subjects of law reform had been settled; and it was idle to expect much enthusiasm on the part of the public respecting the amendment of any department of the law. Still there were most important questions to be considered, and in the discussion of these questions it was most desirable that the opinions of laymen as well as of lawyers should be ascertained. He would instance the transfer of land, as being a subject of the greatest importance, whether considered in its legal or in its social aspects.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Michaelmas Term, 1863.

FINAL EXAMINATION.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction:—

THOMAS PONTING, aged 22, who served his clerkship to Messrs. Andrews & Canham, of Sudbury; Messrs. Gosling & Girdlestone, of London; and Messrs. Loftus & Young, of London.

ALFRED HALLWORTH CROWTHER, aged 23, who served his clerkship to Mr. Newenham Charles Wright, of London; and Messrs. Chauntler & Crouch, of London.

JOHN BOLTON, aged 25, who served his clerkship to Mr. Richard Wilson, of Kendal; and Messrs. Allen, Nicol, & Allen, of London.

JOHN BURKINSHAW, aged 23, who served his clerkship to Mr. William Daniel Gaches, of Peterborough; Mr. Frederic Barlow, of Cambridge; and Messrs. Sharpe & Parker, of London.

WILLIAM MAWDSLEY CHARNLEY, aged 22, who served his clerkship to Mr. William Charnley, of Preston; and Messrs. Gregory & Rowcliffes, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Ponting, the prize of the Honourable Society of Clifford's-inn.

To Mr. Crowther, the prize of the Honourable Society of Clement's-inn.

To Mr. Bolton, one of the prizes of the Incorporated Law Society.

To Mr. Burkinshaw, one of the prizes of the Incorporated Law Society.

To Mr. Charnley, one of the prizes of the Incorporated Law Society.

The examiners have also certified that the following candidates, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:—

RICHARD HALE BRAITHWAITE, aged 23, who served his clerkship to Messrs. Rawson & Best, of Leeds; and Messrs. Bell, Brodrick & Bell, of London.

WILLIAM CREED, aged 21, who served his clerkship to Messrs. Francis & Baker, of Newton Bushel, Devon; and Messrs. Church & Sons, of London.

SAMUEL JOHNSON ROBERTS DICKSON, aged 22, who served his clerkship to Mr. Samuel Johnson Roberts, of Chester.

WILLIAM JOHNSON EVANS, aged 22, who served his clerkship to Mr. Hasell Rodwell, of Ipswich; and Messrs. Aldridge & Bromley, of London.

HENRY MASON JACKAMAN, aged 23, who served his clerkship to Messrs. Jackaman & Son, of Ipswich; and Messrs. Aldridge & Bromley, of London.

JABEZ MCDIARMID, aged 23, who served his clerkship to Messrs. Ingle & Gooddy, of London.

FRANCIS THORNHILL MADDOCK, aged 21, who served his clerkship to Messrs. J. & E. Whitley & Thomson, of Liverpool.

GEORGE THOMPSON POWELL, aged 24, who served his clerkship to Messrs. Powell, Thompson, & Groom, of London.

The Council have accordingly awarded them certificates of merit.

The examiners have further announced to the following candidates, whose names are placed in alphabetical order, that their answers to the questions at the examination were highly satisfactory, and would have entitled them to prizes or certificates of merit if they had been under the age of 26:—

WILLIAM HENRY GOODWIN, aged 37, who served his clerkship to Messrs. Longueville, Williams, & Jones, of Oswestry.

DAVID HORNBY, B.A., aged 30, who served his clerkship to Messrs. Conyers & Jennings, of Driffield, Yorkshire.

WILLIAM THORNBURN, aged 37, who served his clerkship to Mr. Joseph Hayton, of Cockermouth; and Messrs Ingle & Gooddy, of London.

THOMAS WINGATE, aged 52, who served his clerkship to Messrs. Van Sandau & Cumming, of London.

The number of candidates examined in this Term was 120; of these, 112 were passed, and 8 postponed.

INTERMEDIATE EXAMINATION.

The examiners reported that the following gentlemen, whose names are arranged in the order of merit, have passed the Intermediate Examination with distinction:—

JOHN RICHARD COLLINS, aged 19; articled to Mr. Thomas William Gray, of Exeter.

JAMES SAMUEL BEALE, B.A., aged 22, articled to Messrs. Beale & Marigold, of London and Birmingham.

JAMES LIVETT DANIELL, aged 18, articled to Messrs. James & Henry Livett, of Bristol.

EDWARD HITCHINGS FLUX, aged 22, articled to Messrs. Flux & Argles, of London.

JOHN WREFORD BUDD, jun., B.A., aged 24, articled to Messrs. Uptons, Johnson, & Upton, of London.

The number of candidates examined in this Term was 135; of these, 128 were passed, and 7 postponed.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. MONTAGUE HUGHES COOKSON, on Equity, Monday, Nov. 30.

Mr. J. NAPIER HIGGINS, on Conveyancing, Friday, Dec. 4.

COURT PAPERS.

Court of Chancery.

SITTINGS AFTER MICHAELMAS TERM, 1863.

LORD CHANCELLOR.
Lincoln's Inn.

Thursday Dec. 3	The First Seal.—App. mtns. & apps.
Friday..... 4	Petns. & appeals.
Saturday .. 5	Apps. in bkcy. & apps.
Monday 7	Appeals.
Tuesday 8	
Wednesday 9	Apps. in bkcy. & apps.
Thursday ..10	The Second Seal.—App. mtns. & apps.
Friday.....11	Appeals.
Saturday ..12	Apps. in bkcy. & apps.
Monday 14	Appeals.
Tuesday.....15	
Wednesday 16	Apps. in bkcy. & apps.
Thursday ..17	The Third Seal.—App. mtns. & apps.
Friday 18	Appeals.
Saturday ..19	Apps. in bkcy. & apps.
Monday 21	Appeals.
Tuesday....22	Petitions and apps.

MASTER OF THE ROLLS.
Chancery-lane.

Thursday Dec 3	The First Seal.—Mtns. & gen. pa.
Friday..... 4	General paper.
Saturday .. 5	Petns., sht. caus., adj. sums., and general paper.
Monday 7	General paper.
Tuesday 8	
Wednesday 9	
Thursday ..10	The Second Seal.—Mtns. & gen. pa.
Friday 11	General paper.
Saturday ..12	Petns., sht. caus., adj. sums., and general paper.
Monday 14	General paper.
Tuesday....15	
Wednesday 16	
Thursday ..17	The Third Seal.—Mtns. & gen. pa.
Friday 18	General paper.
Saturday ..19	Petns., sht. caus., adj. sums., and general paper.
Monday 21	General paper.
Tuesday....22	

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

LORDS JUSTICES.
Lincoln's Inn.

Thursday Dec. 3	The First Seal.—App. mtns. & apps.
Friday..... 4	Petns. in lunacy, app. petns., and apps.
Saturday ... 5	Appeals.
Monday 7	
Tuesday 8	
Wednesday 9	
Thursday ..10	The Second Seal.—App. mtns. & apps.
Friday 11	Petitns. in lunacy, app. petns., and apps.
Saturday ..12	Appeals.
Monday 14	
Tuesday 15	
Wednesday..16	
Thursday ..17	The Third Seal.—App. mtns. & apps.
Friday 18	Petns. in lunacy, app. petns., and apps.
Saturday ..19	Appeals.
Monday 21	
Tuesday 22	

NOTICE.—The days (if any) on which the Lords Justices shall be engaged in the Full Court, or at the Judicial Committee of the Privy Council, are excepted.

V. C. SIR R. T. KINDERSLEY.
Lincoln's Inn.

Thursday Dec. 3	The First Seal.—Mtns., adj. sums., & gen. pa.
Friday..... 4	Petns., adj. sums., & general paper.
Saturday .. 5	Sht. causes, adj. sums., & gen. pa.
Monday 7	General paper.
Tuesday 8	
Wednesday 9	
Thursday ..10	The Second Seal.—Mtns., adj. sums., & gen. pa.
Friday.....11	Petns., adj. sums., & general paper.
Saturday ..12	Sht. causes, adj. sums., & gen. pa.
Monday 14	General paper
Tuesday 15	
Wednesday 16	
Thursday ..17	The Third Seal.—Mtns., adj. sums., & gen. pa.
Friday 18	Ptns., adj. sums., & general paper.
Saturday ..19	Sht. causes, adj. sums., & gen. pap.
Monday 21	General paper.
Tuesday ..22	

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V. C. SIR JOHN STUART.
Lincoln's Inn.

Thursday Dec. 3	The First Seal.—Mtns., causes, &c.
Friday 4	Petns., causes, &c
Saturday .. 5	Sht. caus, caus, &c.
Monday 7	Causes, &c.
Tuesday 8	
Wednesday 9	
Thursday ..10	The Second Seal.—Mtns., causes, &c.
Friday 11	Petns., causes, &c.
Saturday ..12	Sht. caus, caus, &c.
Monday 14	Causes, &c.
Tuesday....15	
Wednesday .16	
Thursday ..17	The Third Seal.—Mtns., causes, &c.
Friday.....18	Petns., causes, &c.
Saturday ..19	Sht. caus, caus, &c.
Monday 21	Causes, &c.
Tuesday 22	

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

No cause, motion for decree, or further consideration, except by order of the Court, may be marked to stand over, if it shall be within 12 of the last cause or matter in the printed paper of the day for hearing.

V. C. SIR W. P. WOOD.
Lincoln's Inn.

Thursday Dec. 3	The First Seal.—Mtns. & gen. pa.
Friday..... 4	General paper.
Saturday .. 5	Petns., sht. caus., & general paper.
Monday 7	General Paper.
Tuesday 8	
Wednesday 9	
Thursday ..10	The Second Seal.—Mtns. & gen. pa.
Friday 11	General paper.
Saturday ..12	Petns., sht. causes, & general paper.
Monday 14	General paper.
Tuesday 15	
Wednesday .16	
Thursday ..17	The Third Seal.—Mtns. & gen. pa.
Friday.....18	General paper.
Saturday ..19	Petns., sht. causes, & general paper.
Monday 21	General paper.
Tuesday 22	

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

Exchequer of Pleas.

Sittings at Nisi Prius in Middlesex and London before the Right Hon. Sir Frederick Pollock, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, after Michaelmas Term, 1863.

Middlesex.

Special Juries and Common Juries.

Saturday	Nov. 28	Thursday	Dec. 3
Monday	„ 30	Friday	„ 4
Tuesday	Dec. 1	Saturday	„ 5
Wednesday	„ 2	Monday	„ 7

London.

Special Juries and Common Juries.

Tuesday	Dec. 8	Wednesday	Dec. 16
Wednesday	„ 9	Thursday	„ 17
Thursday	„ 10	Friday	„ 18
Friday	„ 11	Saturday	„ 19
Saturday	„ 12	Monday	„ 21
Monday	„ 14	Tuesday	„ 22
Tuesday	„ 15	Wednesday	„ 23

The Court will sit at ten o'clock each day.

A second Court will sit for the trial of causes when necessary.

Winter Assizes.

Days appointed for holding special Commissions of Oyer and Terminer and Gaol Delivery for the undermentioned places:—

Berkshire.—Thursday, Nov. 26, at Reading.

Cambridgeshire.—Tuesday, Dec. 15, at the County Courts.

Cheshire.—Thursday, Dec. 3, at Chester.

Derbyshire.—Wednesday, Dec. 9, at Derby.

Devonshire.—Monday, Dec. 7, at the Castle of Exeter.

City of Exeter.—The same day, at the Guildhall of the said city.

Durham.—Wednesday, Dec. 2, at Durham.

Essex.—Tuesday, Dec. 22, at Chelmsford.

Glamorganshire.—Monday, Dec. 21, at Cardiff.

Hertfordshire.—Thursday, Dec. 3, at Hertford.

Kent.—Wednesday, Dec. 16, at Maidstone.

Leicestershire.—Monday, Dec. 7, at Leicester.

Borough of Leicester.—The same day, at the borough of Leicester.

Montgomeryshire.—Thursday, Dec. 17, at Welchpool.

Norfolk.—Friday, Dec. 18, at the Castle of Norwich.

City of Norwich.—The same day, at the Guildhall of the said city.

Northumberland.—Saturday, Nov. 28, at the Castle of Newcastle-upon-Tyne.

Town of Newcastle-upon-Tyne.—The same day, at the Guildhall of the said town.

Nottinghamshire.—Saturday, Dec. 12, at Nottingham.

Town of Nottingham.—The same day, at the town of Nottingham.

Oxfordshire.—Saturday, Nov. 28, at Oxford.

Salop.—Monday, Dec. 14, at Shrewsbury.

Somersetshire.—Friday, Dec. 11, at Taunton.

Southampton.—Monday, Nov. 30, at the Castle of Winchester.

Staffordshire.—Saturday, Dec. 5, at Stafford.

Surrey.—Wednesday, Dec. 23, at Kingston-upon-Thames.

Sussex.—Monday, Dec. 21, at Lewes.

Warwickshire.—Wednesday, Dec. 2, at Warwick.

Worcestershire.—Wednesday, Dec. 2, at Worcester.

City of Worcester.—The same day, at the city of Worcester.

Yorkshire.—Saturday, Dec. 5, at the Castle of York.

City of York.—The same day, at the Guildhall of the said city.

PUBLIC COMPANIES.

MEETINGS.

INNS OF COURT HOTEL COMPANY.

The first ordinary general meeting of the shareholders of this company was held yesterday, at the London Tavern, Bishopsgate-street, Mr. Cox in the chair. The ordinary routine business having been disposed of, the secretary read the report, which, after some discussion, was adopted. The directors were re-elected, and Messrs. Cook and Maynard re-elected auditors

PROJECTED COMPANIES.

WEST INDIA AND PACIFIC STEAM SHIP COMPANY (LIMITED).

Capital, £1,000,000, in 20,000 shares of £50 each.

Solicitors—Haigh & Deane, Liverpool; Cotterill & Sons, London.

The objects of this company are—

1. The working and further development of a line of steamers, already established between Liverpool, the West Indies, and Colon (Aspinwall), the eastern terminus of the Panama Railroad Company.

2. The employment of branch steamers in the West Indies, to bring the main line into communication with the various West India Islands, Venezuela, and Mexico.

3. To organise other lines of steam ships on such routes as shall from time to time offer sufficient inducement, more particularly a service of steamers between Panama, New Zealand, and Australia.

A Committee of the Common Council to whom it was referred on the 2nd of July last to inquire into the nature, duties, and emoluments of the ancient office of Remembrancer in the corporation of London, and whether it was susceptible of amalgamation with advantage either with the office of City Solicitor or that of Town Clerk, or partly with both, have just presented a report on the subject. The inquiry arose on the retirement, from advanced age and failing health, of Mr. Edward Tyrrell, who had spent upwards of fifty years of his life in the service of the corporation, and who had at one time thought the amalgamation of the office with some other in the corporation practicable. He was in the receipt of a salary of £1,000, besides professional charges he was allowed to make for business done by him, and which on an average of the last ten years raised his net income to £2,020, in addition to an allowance of £250 a year for office expenses. The office of Remembrancer has existed during nearly 300 years, having been instituted in 1570. Its first holder appears to have been one Thomas Norton, on whose death, in 1586, Queen Elizabeth deigned to address an autograph letter to the Court of Common Council recommending as his successor "our well-beloved Dr. Fletcher, distinguished for his learning, integrity, and other commendable parts." With such a certificate of character, it is presumed the worthy doctor was appointed to the vacant berth. Originally the emoluments could not have been at all equal to their amount in late years, seeing that her then Majesty charged the Common Council to award the successor of Mr. Norton "a decent maintenance." The Parliamentary duties, so called, of the Remembrancer are said to require a daily attendance at the House of Commons, and a point is made that he has from time immemorial enjoyed the privilege of a seat under the gallery of the House of Commons. He is there to keep watch and ward over the interests and privileges of the City, and, as his official designation imports, to keep the Common Council apprised from time to time of all measures in any way affecting the rights of the corporation—in other words, to see that they are not caught napping, for the civic authorities always appear to fancy that "every man's hand is against them." For years past they have had a standing committee whose special function has been to watch and resist all attempts at reform in the corporation when these have been in contemplation by the Government of the day, and among this most conservative body for that purpose are men holding liberal opinions on most other political subjects. The Committee on the Remembrancership, after an elaborate recital of the duties incident to it, ceremonial and Parliamentary, recommend that the office should be continued as a distinct and separate one, having regard to the interests of the corporation, and that the income attached to it should be no longer fluctuating, but fixed at £1,500 a year, with an annual allowance besides, not exceeding £400, for office expenses. The committee pay a just compliment to Mr. Tyrrell, the retiring Remembrancer, to the effect that he has at all times well and faithfully discharged the trust reposed in him, and in recognition of his services in the business of the corporation, extending over half a century, they recommend that he be allowed a pension of £700 from the date of his retirement. The salary of £1,500 which has been recommended is equal to that of an Under-Secretary of State, and the committee say they have fixed it at that amount after having carefully considered the position which the gentleman appointed to the post must necessarily occupy, and the important and peculiar duties he will be called upon to discharge, and with the desire to see the corporation fitly represented in their communications with the Crown and the Government of the country.

The Lord Chancellor has sanctioned new rules and orders with a number of forms for regulating the practice of the County Courts. They will take effect on the 1st of January next.

Mrs. Maria Anne Kennedy, the wife of Mr. Charles Ran Kennedy, Barrister-at-Law, died on Sunday last, in consequence of injuries she received through falling down stairs.

The Judicial Committee of the Privy Council sat on Thursday. A petition for the prolongation of Rufford and Finch's patent for improvement in baths was heard. Their Lordships granted an extension of the patent for five years. An appeal from Bengal, *Rajah Leelanund Sing* v. *The Government of Bengal and Others*, was commenced. The Lords present were Lord Chelmsford, the Lord Justice Knight Bruce, Sir J. Coleridge, Sir L. Peel, and Sir J. Colvile.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CRAWFORD.—On the 21st inst., at 4, Pitt-street, Edinburgh, the wife of David Crawford, Solicitor Supreme Courts of Scotland, of a son.

MARRIAGES.

ASHWORTH—ORR—On Oct 1, at St. George's Cathedral, Madras, Howard Haughton Ashworth, Esq., of Calcutta, to Anne Nicholson, eldest daughter of Alexander Orr, Esq., Solicitor.

BOURKE—DALHOUSIE—On Nov. 21, at Lambeth Palace, the Hon. Robert Bourke, Barrister-at-Law, to Lady Susan Ramsay, eldest daughter of the late Marquis of Dalhousie.

CANNING—GUNN—On Nov 19, at the parish church, Hampstead, George Trenchard Canning, Esq. of Chard, Somerset, Solicitor, to Elizabeth Bithia, younger daughter of the late Rev. John Gunn.

WHEELER—DYMES—On Oct 31, at Heresham, Surrey, Robert Wheeler, Esq, of Cheltenham, Solicitor, to Mary Anne, only daughter of D. Dymes, Esq., of Laurel Villa, Heresham.

DEATHS.

CRESWELL—On Nov 20, at Winchmore-hill, Edmonton, Sarah, only daughter of the late H. H. Cresswell, of Doctors'-commons, Esq., LL D.

GOODFORD—On Nov 20, at his residence, Chilton Cantelo, Somerset, in the 53rd year of his age, Henry Goodford, Esq., of Chilton Cantelo, Somerset, and Lincoln's-inn, London.

LANGHAM—On the 21st inst., Samuel Frederick, eldest son of S. F. Langham, jun., Esq., of Bellefield House, Haverstock-hill, and Bartlett's-buildings, Holborn, aged eight years.

REDDING—On Nov 8, suddenly, at her residence, Castle-street, Worcester, aged 73, Frances, third daughter of the late John Redding, Esq., Attorney of that city.

ROSS—On Nov 21, at 7, Forres-street, Edinburgh, George Ross, Esq., Advocate, Professor of Scots Law in the University of Edinburgh, aged 49.

ESTATE EXCHANGE REPORT.

AT THE MART.

Nov 26.—By Mr. MARSH.

Freehold residence, known as Lime Tree Lodge, situate in Lower-road, Rotherhithe, with warehouse, stables, &c., and garden and meadow, also five cottages, Nos. 1 to 5 cottage-pl., adjoining.—Sold for £9,500

Leasehold, the Warrior public-house, Lower-rd, Rotherhithe.—Sold for £3,000.

Leasehold, Manufacturing premises, known as the London Bopery, and the Atlas Chemical Works, situate at Jamaica level, Blue Anchor-road, Rotherhithe.—Sold for £800.

Leasehold, two dwelling-houses, Nos. 5 and 6, Hambley-place, Lower-rd, Rotherhithe.—Sold for £420.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Nov. 20, 1863.

LIMITED IN CHANCERY.

London and Westminster Wine Company (Limited).—Order to wind up, Nov. 14. Same time, Chas. Fitch Kemp, 7, Gresham-st, appointed official liquidator.

Huddersfield District Manufacturing Company (Limited).—The Master of the Rolls has appointed Nov. 30, at 11.30, to make a call on all contributions of the said company for £1 per share.

Adelphi Hotel Company (Limited).—Order to wind up, Nov. 7.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Nov. 20, 1863.

Batson, Hy, Brighton, Esq. Dec 15. Warry & Co, Lincoln's-inn-fields.

Bossey, John Meggitt, Howden, York, Attorney-at-Law. Dec 14. Thompson, York.

Clough, John, Westbridge, York, Farmer. Jan 7. Arundel, Pontefract.
Durrant, Wm, Hoe, Norfolk, Gent. Dec 26. Eyre & Lawson, Bedford-row; Fox, Norwich.
Ellis, John, Pinner, Esq. Jan 9. Eisdale & Byrne, Whitehall-pl.
England, Anne Smallwood, Bath, Spinster. Jan 1. Howard, Weymouth.
Fox, Wm, Mammerton, Derby, Farmer. Jan 9. Fox, jun, Ripley.
Garnier, Frss, Jermyn-st, St James', Esq. Jan 1. Eyre & Lawson, Bedford-row, and Gunner, Bishop's Waltham.
Graham, Geo, Dover, Esq. Dec 31. Turner & Deane, Colchester.
King, Hy, Southampton, Lieutenant Royal Navy. Jan 1. Rothamley & Freeman, Coleman-st.
Madox-Blackwood, Wm, Fitreavie, Fife, and Windsor, Esq. Dec 30. Lucas, Gray's-inn.
Mortimer, Robt, Barnstaple, Solicitor. Jan 1. Chanter & Finch, Barnstaple.
Newton, Thos, Stockton-on-Tees, Carrier. Jan 1. Newby & Co, Stockton.
Parker, John, Herne Bay, Gent. Dec 31. Hedges, Wallingford.
Reck, Patrick, Lpool, Bookseller. Dec 30. Lowndes & Co, Lpool.
Seelie, Mary, Chelmsford, Widow. Jan 14. Wilson, Chelmsford.
Sellers, Thos Joseph, Kingston-upon-Thames, Dec 31. Dimmock & Co, Suffolk-lane.
Ward, Joseph, Thrapston, Northampton, Grocer. Dec 31. Archibould, Thrapston.
Wharton, Wm, Penrith, Innkeeper. Dec 15. Cant & Fairer, Penrith.
Wright, Jas Dennis, Surgeon-Major Grenadier Guards. Jan 1. Leman & Co, Lincoln's-inn-fields.

TUESDAY, Nov. 24, 1863.

Baker, Eliz, Gloucester-gardens, Camden-town, Widow. Dec 31. Head & Pattison, Martin's-lane, London.
Bonham, Sir Saml Geo, Baronet. Jan 20. Turner, Jermyn st.
Barnley, Thos, Gomersal, York, Esq, Woollen Manufacturer. Feb 10. Rawson & Co, Bradford.
Child, Christian, Church-road, West, Islington, Esq. Dec 31. Child, Doctors'-commons.
Cole, John, Bowling, Bradford, Ironfounder. Feb 1. Rawson & Co. Bradford.
Crampton, Jas, Staines, Esq. Jan 7. Rashleigh & Smart, Lincoln's-inn-fields.
French, Rev Rbt Nicholas, Hanover-cottages, Regent's-park, Clerk. Jan 1. Rogers & Jull, Jermyn-st.
Hackett, Hy, Derby, Farmer. Jan 20. Fisher, Ashby-de-la-Zouch.
Hoile, John, Sandwich, Gent. Dec 31. Dorman, Sandwich.
Jolley, Geo, Quidenham, Norfolk, Farmer. Feb 18. Francklin, Attleburgh.
Jones, John, Regent-st, Vauxhall-bridge-rd, Gent. Jan 1. Vallance & Vallance, Essex-st.
Jones, John, Dawley, Salop, Miner. Dec 19. Palin, Shrewsbury.
Jones, Rchd Lloyd, Gelli, Llandwroy, Carnarvon, Surgeon. Dec 31. Williams, Carnarvon.
Neal, John, Bramshott, Southampton, Esq. Jan 19. Mellersh, Godalming
Peddie, Crofton, Captain 21st Regiment North British Fusiliers. Dec 24. Turner, Jermyn-st.
Seelie, Mary, Chelmsford, Widow. Jan 14. Wilson, Cholmsford.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Nov. 20, 1863.

Addis, John, Tottenham. Dec 7. Jackson v Addis, M. R.
Buckenham, Thos, North Topham, Norfolk, Farmer. Dec 14. Buckenham v Rolfe, V. C. Stuart.
Scales, John, Stamford-hill, Esq. Dec 15. Scales v Scales, M. R.
Smith, Saml, Handsworth, Stafford, and of Wimpole-st, Esq. Dec 12. Adams v Dorset, M. R.
Thomas, Wm Thos, Carmarthen, Attorney-at-Law. Dec 11. Thomas v Lewis, V. C. Wood.

TUESDAY, Nov. 24, 1863.

Beckingham, Jas, Stamford-st, Blackfriars-rd, Wine Merchant. Dec 18, Jonas v Beckingham, M.R.
Hewson, John, Bathwick, Somerset, Esquire. Dec 14. Hewson v James, V. C. Stuart.
Hooper, George, Sholden, Kent, Esq. Dec 19. Hooper v Surrage, V. C. Stuart.
Hora, Jas, Notting-hill, Kensington, Surgeon. Dec 8. Hora v Hora, M.R.
Murphy, Thos, Albion-grove, Islington, Salesman. Jan 11. Walsh v Collins, V. C. Stuart.
Stoddart, Saml, Alpha-road, Regent's-park, Esq. Dec 11. Robson v Wilson, V. C. Wood.
Turnbull, Wm Barclay David Donald, Stone-buildings, Lincoln's-inn, Esq. Dec 16. Marshall v Turnbull, M.R.
Woolmer, Edw, Stisted, Essex, Farmer. Dec 17. Holmes v Bridge, V. C. Wood.

Assignments for Benefit of Creditors.

FRIDAY, Nov. 20, 1863.

Jones, Wm Blew, Walbrook, Merchant. Oct 22. Hackwood, Walbrook.
Tweddell, Wm, & Geo Tweddell, Lamesly, Durham, Millers. Sept 26. Hoyle, Newcastle-upon-Tyne.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Nov. 20, 1863.

Aarons, Julius, Somerset-pl, New-rd, Boot Maker. Oct 19. Comp. Reg Nov 14.
Armstrong, David, Bowness, Westmoreland, Innkeeper. Oct 30. Asst. Reg Nov 18
Ballad, John, & Thos Hy Bowman, Edward-st, Portman-sq, Upholsterers. Oct 26. Conv. Reg Nov 17.
Beanland, Chas, Kingston-upon-Hull, Innkeeper. Oct 26. Asst. Reg Nov 20.
Beggs, Wm Campbell, Kentish Town-rd, Coal Merchant. Oct 22. Conv. Reg Nov 19.
Boulton, Richd, Macclesfield, Provision Dealer. Nov 16. Conv. Reg Nov 19.
Chantrell, Geo Fredk, Lpool, Merchant. Oct 25. Inspectorship. Reg Nov 18.
Child, Wm Hy, Providence-row, Finsbury, Brush Maker. Oct 27. As Reg Nov 19.
Cowden, John, Chorlton-upon-Medlock, Manch, Travelling Draper. Nov 11. Asst. Reg Nov 19.
Crowder, Sarah, Peatling Parva, Leicester, Widow. Oct 29. Asst. Reg Nov 18.
Dawson, Jas Edwd, Manch, Attorney-at-Law. Nov 16. Asst. Reg Nov 18.
Elliott, John, Mickley, Northumberland, Tailor. Oct 27. Asst. Reg Nov 19.
George, Hy Phelps, Pembroke Dock, Victualler. Oct 22. Conv. Reg Nov 19.
Hananer, Joseph, Howland-st, Fitzroy-sq, Commission Agent. Nov 19. Conv. Reg Nov 20.
Jones, David, Tynchs, Merioneth, Farmer, and John Jones. Oct 24. Asst. Reg Nov 20.
Lane, Thos, Stoney-Stanton, Leicester, Organ Builder. Oct 29. Conv. Reg Nov 17.
Llewhellin, John, Pembroke Dock, Victualler. Oct 23. Conv. Reg Nov 19.
Mangnall, Wm, Chorley, Lancaster, Beer Seller. Oct 29. Asst. Reg Nov 17.
Niemann, Edmund John, England's-lane, Haverstock-hill, Artist. Nov 2. Arr. Reg Nov 20.
Paske, Rev Edw, West Creeting, Suffolk, Clerk. Oct. 30. Conv. Reg Nov 17.
Procter, Wm, Boston, Printer. Oct 24. Inspectorship. Reg Nov 18.
Stainsby, Wm, Maria-ter, Plaistow, Essex. Oct 23. Conv. Reg Nov 18.
Steele, Jeremiah, Leek, Stafford, Innkeeper. Oct 22. Conv. Reg Nov 19.
Sherwood, Hy Wm, Malcombe-pl, Dorset-sq, M.D Oct 21. Comp. Reg Nov 18.
Smith, Joseph Evans, Ewyas Harold, Hereford, Surgeon. Oct 27. Conv. Reg Nov 19.
Thompson, Robt, Norwich, Draper. Nov 13. Conv. Reg Nov 18.
Weale, Chas, Much Wenlock, Salop, Draper. Oct 23. Asst. Reg Nov 19.

TUESDAY, Nov. 24, 1863.

Bennet, Geo, Stockwell-pk-rd, Surrey, Gent. Nov 21. Asst. Reg Nov 24.
Bennett, Thos, Brackley, Northampton, Corn Dealer. Nov 12. Conv. Reg Nov 23.
Bradwell, Rbt, & John Bradwell, Congleton, Ironfounders. Nov 11. Conv. Reg Nov 21.
Burden, Ewd, York-st, Commercial-rd East, out of business. Nov 20. Comp. Reg Nov 23.
Carthew, John Arthur, Torquay, Esq. Nov 6. Conv. Reg Nov 23.
Cooper, Chas, Aflington-sq, Islington, Agent. Oct 30. Conv. Reg Nov 21.
Eccles, Wm, King's-bench-walk, Inner Temple, Barrister-at-Law, and Blackburn, Cotton Spinner. Oct 26. Asst. Reg Nov 23.
Francis, Jos, St John's-ter, Walham-green, Baker. Nov 9. Comp. Reg Nov 21.
Girdham, Thos, Boston, Baker. Nov 3. Conv. Reg Nov 23.
Hall, John Spencer, Heywood, Lancaster, Chemist. Oct 29. Asst. Reg Nov 21.
Hone, Rbt, Ratcliffe, Builder. Nov 20. Comp. Reg Nov 23.
Houghton, Jas, Salford, Ironfounder. Oct 20. Conv. Reg Nov 23.
Jagger, Luke, Leeds, Woollen Cloth Merchant. Nov 20. Conv. Reg Nov 23.
Jones, John, Swansea, Victualler. Nov 7. Comp. Reg Nov 24.
Lampard, Stephen, Portsea, Plumber. Oct 26. Conv. Reg Nov 23
Miller, Sml, & Jas Dixon, Churchill, Coal Exchange, Coal Merchants. Oct 15. Asst. Reg Nov 23.
Nicholson, Frdk Whitworth, Bradford, Organ Builder. Nov 16. Comp. Reg Nov 23.
Pasmore, Jas, Staines, Coachmaker. Oct 27. Conv. Reg Nov 23.
Potter, John, Bath, Grocer. Nov 12. Conv. Reg Nov 21.
Rands, Wm, Portsea, Bootmaker. Nov 6. Conv. Reg Nov 23.
Richardson, Benj Hammond, Dewsbury, York, Dyer. Nov 14. Conv. Reg Nov 21.
Rodgers, Jas, Barnsley, Grocer. Oct 27. Asst. Reg Nov 24.
Sladden, Wm, Mornington-crescent, Middlesex, Gent. Nov 23. Comp. Reg Nov 24.
Stilwell, Rchd, Wilmington-sq, Government Clerk. Oct 26. Arrt. Reg Nov 21.
Sutton, Frdk Hy, King's-pl, Commercial-rd East, Grocer. Oct 28. Conv. Reg Nov 23.
Sutton, John Norman, Gosport, Upholsterer. Oct 28. Conv. Reg Nov 24.
Tonge, Edw, Red Lion-sq, Solicitor. Nov 11. Comp. Reg Nov 20.
Ward, Nicholas, Wolverhampton, Baker. Nov 11. Conv. Reg Nov 23.
Walker, Robt, Workington, Cumberland, Grocer. Nov 2. Comp. Reg Nov 21.
Waters, Wm Hy, & Walter Barnard, Lower Whitecross-st, Box Manufacturers. Nov 19. Asst. Reg Nov 24.
Whitaker, John, Ware, Builder. Nov 9. Conv. Reg Nov 23.
Woollett, Wm Hy, Peckham, Grocer. Nov 5. Conv. Reg Nov 20.

Bankrupts.

FRIDAY, Nov. 20, 1863.

To Surrender in London.

Baldwin, Jas, Buckland, nr Reigate, Farmer. Pet Nov 13. Dec 8 at 1. Linklaters & Co, Walbrook.
Barnes, John Wm, Middlesex, Builder. Pet Nov 17. Dec 8 at 12. Chidley, Old Jewry.
Bennett, Edw, Church-row, Kingston, Builder. Pet Nov 16. Dec 8 at 2. Marshall, Lincoln's-inn-fields.
Burchett, Hy Farley, Oxford-st, Boot Maker. Pet Nov 18. Dec 8 at 1. Chidley, Old Jewry.
Budgen, Thos, Little College-st, out of business, Pet Nov 19. Dec 1 at 2. Robinson, Queen's-street-pl.
Clark, Wm, Summerford-st, Whitechapel, Horse-hair Manufacturer. Pet (for pau) Nov 17. Dec 8 at 12. Aldridge, Moorgate-st.
Clements, Stephen, Romford, Butcher. Pet Nov 12. Dec 1 at 12. Padmore, Bridge-rd, Lambeth.
Cracknell, Thos, jun, Maida-vale, Paddington, House Decorator. Pet Nov 12. Dec 8 at 11. Marshall & Son, Hatton-garden.
Culler, Alfred, Hertford, Farmer. Pet Nov 13. Dec 1 at 1. Richardson, Old Jewry-chambers.
Earle, Jesse, Wenlock-street, St Luke, Working Jeweller. Pet Nov 16, Dec 8 at 12. Beard, Basinghall-st.

Gould, Frdk Howell, Milton next Gravesend, Designer. Pet Nov 16. Dec 14 at 12. Nickoll, Bucklersbury.

Green, David Saml, West Wickham, Tailor. Pet Nov 17. Dec 1 at 1. Wells, Moorgate-st.

Hallett, Thos, George-lane, Eastcheap, Carpenter. Pet Nov 17. Dec 14 at 11. Hill, Basinghall-st.

Hanchant, Joseph, John-street, Bethnal-green, Omnibus Proprietor. Pet Nov 14. Dec 8 at 11. Massey, Old Jewry.

Harley, Thos Clifford, Popham-ter. Lower Islington, Plumber. Pet Nov 16. Dec 1 at 3. Pope, Austin-friars.

Harrison, Francis Hy, Upton-rd, Kilburn, Commission Agent. Pet Nov 19. Dec 8 at 11. Lewis & Lewis, Ely-pl.

Hibble, Chas, Tottenham-court-rd, Victualler. Pet Nov 17. Dec 8 at 12. Harrison & Lewis, Old Jewry.

Jennings, Allvey Geo, Oxford-ter, Clapham, Assistant to a Surgeon. Pet Nov 17. Dec 1 at 2. Bailey, Token-house-yard.

Knights, Geo Bygrave, Royal-rd, Walworth, Dealer in Iron. Pet (for pan) Nov 17. Dec 14 at 12. Aldridge, Moorgate-st.

Manley, Wm, Fieldgate-st, Whitechapel, Hair Dresser. Pet Nov 12. Dec. 1 at 12. Marshall & Son, Hatton-garden.

Marks, Barnard, Poultry, Merchant. Pet Sep 19. Dec 1 at 1. Abrahams, Gresham-st.

Maxwell, John, Barnsbury-sq, Islington, Cattle Salesman. Pet Nov 16. Dec 8 at 12. Wells, Moorgate-st.

Perrott, Jas, Reading, Builder. Pet Nov 16. Dec 5 at 12. Courtenay & Crosse, Gracechurch-st, for Beale, Reading.

Porter, Jas Wincarls, Norwich, Wine Merchant. Pet Nov 16. Dec 1 at 3. Doyle, Gray's-inn, and Sadd, Norwich.

Read, Chas Handley, Charles-st, St John's-street-rd, Engraver. Pet Nov 16. Dec 8 at 1. Holt & Mason, Quality-ct.

Sewell, Percy, Canonbury-grove, Islington, Commission Agent. Pet Nov 16. Dec 5 at 11. Peckham & Salt, Doctors'-commons.

Spinks, Geo, Warren-st, Fitzroy-sq, Wood Merchant. Pet Nov 16. Dec 5 at 12. West, Euston-rd.

Taylor, Edwin, Castle-street, Holborn, Photographic Paper Merchant. Pet Nov 18. Dec 5 at 2. Greenhill, Gracechurch-st.

Treves, Sarah, Shepherd-st, Spitalfields, Grocer. Pet Nov 17. Dec 5 at 1. Solomon, Finsbury-pl.

Warman, Thos, sen, Folkestone, Victualler. Pet Nov 17. Dec 8 at 12. Doyle, Gray's-inn, and Morgan, Maidstone.

Ward, Robt Clarke, Mildmay-pl, Ball's-pond-rd, Linen Draper. Pet Nov 18. Dec 5 at 2. Holt & Mason, Quality-ct.

Williams, Chas, Little Dean-st, Soho, Lapidary. Pet (for pan) Nov 17. Dec 5 at 2. Aldridge, Moorgate-st.

Williams, Chas, High-street, Southend, Cellarman to a Wine Merchant Pet Nov 16. Dec 5 at 2. Duffield, Cornhill.

Wooster, Geo, Devonshire-ter, Peckham, Mercantile Clerk. Pet Nov 11. Nov 24 at 12. Farmer, Size-lane.

To Surrender in the Country.

Allen, John, Cropwell, Nottingham, Wheelwright. Pet Nov 17. Bingham, Dec 22 at 11. Smith, Nottingham.

Astley, Jas, Blackburn, Greengrocer. Pet Oct 31 (for pan). Lancaster, Dec 4 at 10. Gardner, Manch.

Bembridge, Thos, Birm, Victualler. Pet Nov 16. Birm, Dec 21 at 10. Allen, Birm.

Bone, Ebenezer, Landport, Draper's Assistant. Pet Nov 17. Portsmouth, Dec 4 at 11. Paffard, Portsea.

Bowden, John, South Eston, York, Miner. Pet Nov 17. Stockton-on-Tees, Nov 30 at 3. Griffin, Middlesbrough.

Bywater, John, Castle Donington, Leicester, Wheelwright. Pet Nov 16. Birm, Dec 1 at 11. Haigh & Eddowes, Castle Donington.

Channon, Jas, Bristol, Veterinary Surgeon. Adj Nov 2 (for pan). Bristol, Dec 4 at 12.

Cheadle, Peter, Bradford, Woolstapler. Pet Nov 16. Leeds, Dec 1 at 11. Wood & Killick, Bradford, and Carlss & Tempest, Leeds.

Cress, Benj, Kingston Deverill, Wilts, Mealman. Pet Nov 16. Frome Dec 2 at 1. Watkins, Warminster.

David, Jas, Bristol, Victualler. Adj Nov 3. Bristol, Dec 4 at 12.

Dawson, Wm, Masbrough, nr Rotherham, Grocer. Pet Nov 16. Rotherham, Nov 30 at 3. Hirst, Rotherham.

Dixon, Hy, Burnley, Lancaster, Cotton Manufacturer. Pet Nov 10. Manch. Dec 1 at 11. Beckhouse & Whittam, Burnley.

Dodd, Edw, Kendal, Blacksmith. Pet Nov 18. Kendal, Dec 2 at 11. Thompson, Kendal.

Ellis, Geo, Lpool, Wheelwright. Pet Nov 17. Lpool. Dec 1 at 3. Anderson, Lpool.

Entwistle, Joseph, Lancaster, Scrivener. Pet Nov 17. Manch, Nov 30 at 11. Boote, Manch.

Evans, John, Aberdare, Forge Manager. Pet Nov 18. Bristol, Dec 4 at 11. Wilcocks, Cardiff, and Henderson, Bristol.

Fletcher, John Chapman, Little Lever, Lancaster, Stone Mason. Pet Nov 17. Bolton, Dec 3 at 10. Richardson & Bramwood, Bolton.

Fraley, Julia, Bristol, Lodging-house Keeper. Pet Nov 17. Bristol, Dec 4 at 11. Clifton & Brooking, Bristol.

Gavan, Edw, Windle, St Helen's, Lancaster, Tailor. Pet Nov 18. St Helen's, Dec 3 at 11. Marsh, St Helen's.

Gleave, Jas, Manch, Marine Store Dealer. Adj April 16. Manch, Dec 14 at 9.30. Gardner, Manch.

Hale, Eli, Gosport, Victualler. Adj Nov 9. Winchester, Dec 4 at 11. Paffard, Portsea.

Hammond, Revd Wm, Babbicombe, Devon, Gardiner. Pet Nov 18. Newton-Abbot, Dec 3 at 11. Michelmore, Newton-Abbot.

Hardman, John, Salford, Provision Dealer. Pet Oct 28 (for pan). Lancaster, Dec 4 at 10. Gardner, Manch.

Hill, yard, Joseph, Bedford, Corn Dealer. Pet Nov 18. Bedford, Dec 8 at 3 Conquest & Stimson, Bedford.

Jackson, Jas, Heywood, Lancaster, File Manufacturer. Pet Nov 17. Bury, Dec 3. Watson, Bury.

Kay, Wm, Bradford, Woolcomber. Pet Nov 17. Leeds, Dec 1 at 11. Wood & Killick, Bradford, Carlss & Tempest, Leeds.

Kelly, Lewis, Leeds, Merchant. Pet Nov 18. Leeds, Dec 1 at 11. Carlss & Tempest, Leeds.

Kenyon, John, Preston, out of business. Pet Nov 3 (for pan). Lancaster, Dec 4 at 11. Gardner, Manch.

King, Geo, Leicester, Carrier. Pet Nov 17. Leicester, Dec 3 at 10.30. Haxby, Leicester.

Lewis, Wm, Kingston-upon-Hull, Smack Owner. Pet Nov 17. Kingston-upon-Hull, Nov 30 at 11. Pottingell, Hull.

Lines, Geo, Marston St Lawrence, Northampton, Pig Dealer. Pet Nov 13. Newport Pagnell. Dec 11 at 12. Stimson, Bedford.

Lowes, Chas, Hulme Lancaster, Printer. Pet Nov 17. Salford, Dec 5 at 9.30. Hodgson, Manch.

Margerison, Joshua, Bristol, Consignee. Pet Nov 16. Bristol, Dec 4 at 11. Henderson, Bristol.

Merchant, Jas, Bristol, Wine Cooper. Pet Nov 10. Bristol, Dec 4 at 11. Clifton & Brooking, Bristol.

Mitchell, Saml Abl, Bury St Edmunds, Dealer in Pigs. Pet Nov 18 Bury St Edmunds, Dec 2 at 10. Walpole, Beyton.

Munton, Thos, Peterborough, Bootmaker. Pet Nov 17, Peterborough. Dec 12 at 10. Law, Stamford.

Nicholls, Jos, Dudley, Attorney's Clerk. Pet Nov 14. Dudley Dec 3 at 11. Warmington, Dudley.

Oldfield, Jas, Pudsey, York, Cloth Manufacturer. Pet Nov 17. Leeds, Dec 1 at 11. Harle, Leeds.

Organ, Daniel, Cheltenham, Ironmonger. Pet Nov 18. Bristol, Dec 4 at 11. Wilkes, Gloucester.

Pattison, Frdk, Milton-next-Gravesend, Trinity Pilot. Pet Nov 17. Gravesend, Dec 2 at 11. Sharland, Gravesend.

Pearse, Wm, Babbicombe, Devon, Builder. Pet Nov 17. Newton Abbott, Dec 1 at 11. Carter, Torquay.

Phillips, Wm, Lpool, Machine Broker. Pet Oct 31 (for pan). Dec 4 at 10. Gardner, Manch.

Pollard, John, Stamford, Lincoln, Butcher. Pet Nov 18. Birm, Dec 2 at 11. Laws, Stamford.

Postlethwaite Geo, Derwent-rd, West Derby, Mercha t. Pet Nov 18. Lpool, Dec 2 at 11. Evans & Co, Lpool.

Pugh, Wm, Salford, Bootmaker. Pet Nov 17. Salford, Dec 5 at 9.30. Ambler, Manch.

Roberts, Hbt, Lpool, Tailor. Pet Nov 16. Lpool, Dec 2 at 11. Smith, Lpool.

Royle, Thos, Salford, Attorney-at-Law. Pet Oct 31 (for pan). Lancaster, Dec 4 at 10. Gardner, Manch.

Scott, Hy Damain, Boston, Carver and Gilder. Pet Nov 14. Boston, Nov 28 at 12. Brown & Son, Lincoln.

Smith, Francis Hy, Bristol, Dealer in Horsehair. Adj Nov 3 (for pan). Bristol, Dec 4 at 12.

Smith, Hy, Birm, out of business. Pet Nov 17. Birm, Dec 14 at 12. Parry, Birm.

Smith, Nathl, Houghton Regis, Bedford, Boot Maker. Pet Oct 24. Luton, Nov 30 at 4. Simpson, St Alban's.

Smith, Wm, Cottingham, Grocer, Pet Nov 18. Kingston-upon-Hull, Nov 30 at 12. Walker, Hull.

Spring, Geo, Lincoln, Painter. Pet Nov 16. Lincoln, Nov 30 at 11. Brown & Sons, Lincoln.

Stobart, Joseph, Newcastle-upon-Tyne, Grocer. Pet Nov 18. Newcastle-upon-Tyne, Dec 3 at 12.30. Joel, Newcastle-upon-Tyne.

Sumner, Ebenezer, Pontypool, Boot Maker. Pet Nov 18. Pontypool, Dec 7 at 11. Edwards, Pontypool.

Talkington, Joseph John, Manch, Merchant's Clerk. Pet Nov 16. Salford, Dec 5 at 9 30. Gardner, Manch.

Thackwray, Alice, Harrogate, Lodging House Keeper. Pet Nov 18. Knaresborough, Dec 9 at 10. Harle, Leeds.

Walker, Thos, and Conrad Selvin Nielsen, Newcastle-upon-Tyne, Linen Drapers. Pet Nov 17. Newcastle-upon-Tyne, Dec 3 at 12. Joel, Newcastle-upon-Tyne.

Westwood, Wm, Dudley, Greengrocer. Pet Nov 16. Dudley, Dec 3 at 11. Warmington, Dudley

Westwood, Wm, Lye, nr Stourbridge, Currier. Pet Nov 6. Birm, Dec 4 at 12. Collis, Stourbridge.

Wheeler, Hy, Wellingborough, Victualler. Pet Nov 7. Wellingborough, Dec 2 at 10. Cook, Wellingborough

Young, Thos Brown, jun, Tunstall-hill, nr Sunderland, Manufacturer. Pet Nov 9 (for pan). Durham, Dec 2 at 12. Thompson & Lisle Durham.

TUESDAY, Nov. 24, 1863.

To Surrender in London.

Bartlett, Mary Ann, and Amanda Bartlett, Great Cressingham, Norfolk, Farmers. Pet Nov 20. Dec 8 at 12. Drew, New Basinghall-st.

Bradby, Arthur Granville, Oxford-st, Commercial Clerk. Pet Nov 19. Dec 8 at 12. Preston & Dorman, Gresham-st.

Burbury, Thos, Upper Norwood, Plumber. Pet Nov 20 (for pan). Dec 8 at 2. Aldridge.

Burrows, Wm Frederick, Norwood, Mattress Maker. Pet Nov 23. Dec 15 at 2. Cooper, Lincoln's-inn-fields.

Butler, Selina, Oakley-sq, St Pancras, Boarding-house Keeper. Pet Nov 21. Dec 9 at 3. Walker, Gray's-inn-sq.

Clifford, Hy, Bloomsbury-ter, Commercial-rd East, Ironmonger. Pet Nov 20. Dec 15 at 1. Marshall, Lincoln's-inn-fields.

Collier, Robt, Finsbury-pavement, Commercial Traveller. Pet Nov 19. Dec 8 at 2. Treherne & Co, Aldermanbury.

Cumbers, Alfred, Romford, Essex, Horse Dealer. Pet Nov 20. Dec 15 at 1. Hare, Basinghall-st.

Goosman, Edw Chas Ferdinand, Windmill-st, Tottenham-st-rd, Working Jeweller. Pet Nov 19. Dec 14 at 12. Ricketts, Frederick-st, Gray's-inn-rd.

Guichard, Pierre Antoine Emile, Lower Stamford-st, Blackfriars, French Advocate. Adj Nov 20. Dec 8 at 3. Aldridge.

Hamilton, Robt, Campbell-rd, Holloway, Architect's Clerk. Pet Nov 19 (for pan). Dec 8 at 2. Aldridge.

Hardy, John, Curtain-rd, Shoreditch, Cabinet Maker. Pet Nov 20. Dec 14 at 1. Taylor & Jaquet, South-st, Finsbury-sq.

Jaques, Robt, Chatham-pl, Blackfriars, Advertising Agent. Pet Nov 20 Dec 8 at 12. Gant, Nicholas-lane.

Jennings, Joseph, Endell-st, Long-acre, out of business. Pet Nov 21. Dec 8 at 11. Munday, Essex-st.

Megson, Thos, Warwick-st, Pimlico, out of business. Pet Nov 21. Dec 14 at 1. Peat, Basinghall-st.

Osborn, Joseph, Jeremiah Osborn, and Elijah Osborn, Kelvedon, Essex, Shoemakers. Pet Nov 19. Dec 14 at 12. Duffield, Cornhill.

Rayner, Wm, Bucklersbury, Broker. Pet Nov 19. Dec 8 at 1. Chidley, Old Jewry.

Sallis, Joseph, South-pl, Bermondsey, Iron Moulder. Pet Nov 18. Dec 8 at 12. Hare, Basinghall-st.

Sewell, Stephen John, Rufford's-bldgs, Islington, Ham and Beef Dealer. Pet Nov 21. Dec 12 at 1. Armstrong, Old Jewry.
Shead, Sydney Geo, Rochester, Tailor. Pet Nov 19. Dec 8 at 2. Marshall, Hatton-garden.
Smart, Robt, Nicholas-st, Mile-end-rd, Bookkeeper. Pet Nov 20. Dec 12 at 12. Pope, Austin-friars.
Smith, Robt Tomlin, Wellingborough, Baker. Pet Nov 19. Dec 5 at 12. Roscoe & Hincks, King-st, Finsbury-sq.
Stredder, Geo Smith, Starch-green, Hammersmith, Commission Agent. Pet Nov 20. Dec 8 at 3. Holt & Mason, Quality-ct.
Terrey, Leighton, Alma-ter, Stockwell, Shorthand Writer. Pet Nov 21. Dec 12 at 11. Aldridge.
Wood, John, Stanley-st, Pimlico, Commercial Traveller. Pet Nov 17 (for pau). Dec 12 at 1. Aldridge.

To Surrender in the Country.

Avery, Rbt, Thame, Publican. Pet Nov 16. High Wycombe, Dec 16 at 12. Fell, Aylesbury.
Baldwin, Thos, Ross, Hereford, Carpenter. Pet Nov 20. Birm, Dec 14 at 12. Williams, Ross, and Hodgson & Son, Birm.
Beck, James, Gt Marlow, Butcher. Pet Nov 16. High Wycombe, Dec 16 at 12. Clarke, High Wycombe.
Beckett, Chas, Sheffield, Table Blade Forger. Pet Nov 21. Sheffield, Dec 9 at 2. Binney, Sheffield.
Binns, Jesse, Oxenhope, York, Worsted Spinner. Pet Nov 20. Leeds, Dec 7 at 11. Terry & Watson, Bradford, and Bond & Barwick, Leeds.
Bosley, Mary Ann, Lydeard St Lawrence, Somerset, Innkeeper. Pet Nov 21. Taunton Dec 5 at 12. Trenchard, Taunton.
Bottomley, Joseph, Bradford, Manufacturer. Pet Nov 18. Leeds, Dec 7 at 11. Floyd & Learoyd, Huddersfield, and Bond & Barwick, Leeds.
Corp, Wm, Hull, Tailor. Adj Oct 21. Kingston-upon-Hull, Nov 26 at 12.
Craggs, Stephen, and James Craggs, Ripon, Farmers. Pet Nov 21. Leeds, Dec 7 at 11. Harle, Leeds.
Davis, Fredk, Alcester, Warwick, Beerseller. Pet Nov 21. Alcester, Dec 12 at 11. Griffiths & Andrews, Campden.
Durk, Fredk, Chewstoke, Somerset, Builder. Pet Nov 19. Bristol, Dec 11 at 11. Bevan & Co, Bristol.
Elliott, Elizabeth Watson Williams, Schoolmistress. Pet Nov 19. Leeds, Dec 23 at 12. Harle, Leeds.
Fearby, Stephen, Askham Richard, York, Provision Dealer. Pet Nov 5 (for pau). York, Dec 2 at 11. Mason, York.
Fisher, Richd, & Wm Fisher, Sheffield, Tailors. Pet Nov 21. Leeds, Dec 12 at 10. Broadbent, Sheffield.
Hoodless, Saml, Bolton, Joiner. Pet Nov 28. Bolton, Dec 9 at 10. Edge, Bolton.
Johnson, John, Scamblesby, Lincoln, Blacksmith. Pet Nov 20. Horncastle, Dec 4 at 11. Brown & Son, Lincoln.
Jones, Richd, Rwttan, Carnarvon, Farmer. Pet Nov 21. Lpool, Dec 7 at 11. Evans & Co, Liverpool.
Kanuna, Aurelis, Manch, Merchant. Pet Nov 21. Manch, Dec 7 at 11. Taylor, Manch.
Little, Jas, Bristol, Baker. Pet Nov 19. Bristol, Dec 18 at 12. Goolden, Bristol.
Lloyd, Sampson, Birm, out of business. Pet Nov 19. Birm, Dec 21 at 10. East, Birm.
Monks, Jas, Warrington, Lancaster, Gunsmith. Pet Nov 16. Warrington, Dec 10 at 1. Moore, Warrington.
Morgan, Thos, Ffrwdamas Dinas, nr Pontypridd, Contractor. Pet Nov 21. Pontypridd, Dec 7 at 11. Plews, Merthyr Tydfil.
Morgan, Thos, Kingswinford, Tin Pickler. Pet Nov 20. Stourbridge, Dec 16 at 10. Collis, Stourbridge.
Oliver, Joseph, West Hartlepool, Provision Dealer. Pet Nov 18. Newcastle-upon-Tyne, Dec 7 at 12. Marshall, West Hartlepool.
Page, Thos, Halesworth, Suffolk, no employment. Pet Nov 7. Ipswich, Dec 8 at 11. Pollard, Ipswich.
Parkins, Jonathan, Leicester, Currier. Pet Nov 20. Nottingham, Dec 8 at 11. Chamberlin, Leicester.
Pester, Jas, Burnham, Cordwainer. Pet Nov 18. Weston-super-mare, Dec 8 at 12. Reed, Bridgwater.
Peter, Samuel, Lewannick, Cornwall, Farmer. Adj Nov 10. Exeter, Dec 4 at 12. Fload, Exeter.
Poole, Hamlet, Northwood, Hanley, Boot Maker. Pet Nov 21. Hanley, Dec 19 at 12. Lichfield, Newcastle-under-Lyme.
Richards, Wm, Cardiff, Innkeeper. Adj Oct 9. Cardiff, Dec 3 at 11. Wilcocks, Cardiff.
Robinson, John Kenrick, Hulme, Manch, Comm Agent. Pet Nov 14 (for pau). Manch, Dec 14 at 9.30. Gardner, Manch.
Seawan, Saml, Weston-super-mare, Yeoman. Adj March 13. Taunton, Dec 8 at 12.
Sheasby, John, Gt Packington, Warwick, Baker. Pet Nov 19. Coventry, Dec 8 at 3. Parry, Birm.
Smith, Hy Bannister, Sheffield, Commercial Traveller. Pet Nov 21. Leeds, Dec 12 at 10. Webster, Sheffield.
Smith, Noah, Leek, Basket Maker. Pet Nov 20. Leek, Dec 10 at 11. Tennant, Hanley.
Stiles, John, Bristol, Corn Factor. Pet Nov 13. Bristol, Dec 11 at 11. Bevan & Co, Bristol.
Stonkes, Rbt, Sheffield, Victualler. Adj May 12. Sheffield, Dec 9 at 2. Broadbent, Sheffield.
Sutcliffe, Jane, and Job Sutcliffe, Rochdale, Provision Dealers. Pet Nov 20. Manch, Dec 8 at 12. Standring, Rochdale.
Sutcliffe, Nathan, Slaithwaite, nr Huddersfield, Manufacturer. Pet Nov 19. Leeds, Dec 7 at 11. Floyd & Learoyd, Huddersfield, and Bond & Barwick, Leeds.
Tyler, Geo, Leigh Lintoe, Worcester, Baker. Pet Nov 19. Birm, Dec 14 at 12. Wilson, Worcester.
Walsh, Robt, Ardwick, Beerseller. Pet Nov 19. Manch, Dec 14 at 9.30. Elfott, Manch.
Wharrie, Thos, Sheffield, Builder. Pet Nov 20. Sheffield, Dec 9 at 2. Broadbent, Sheffield.
Williams, David, Wolverhampton, Retailer of Ale. Pet. Wolverhampton, Dec 14 at 12. Cresswell, Wolverhampton.
Winterbottom, Beswick, Oldham, Machine Maker. Adj Sept 17. Oldham, Dec 11 at 12. Gardner, Manch.

BANKRUPTCIES ANNULLED.

FRIDAY, Nov. 20, 1863.

Gittoes, John, jun, Great Bar, Stafford, Roman Cement Manufacturer. Nov 4.
Hirst, Saml, Bradford, Woolstapler. Nov 17.
Varty, Joseph, Wigan, Builder. Nov 18.

TUESDAY, Nov. 24, 1863.

Grix, Richd Jabez, Mason's-avenue, Basinghall-st, Tailor. Nov 20.
Watson, John Broad-ct, Bow-st, no occupation. Nov 20.